



Department of  
Environmental  
Conservation

Division of Environmental Remediation

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**Site Name: Dearcop Farm Site**

**Site Number: 828016**

**Contract Number: D012980**

**Location: Gates, Monroe County,  
New York**

# **Contract Documents**

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**Ecology and Environment Engineering and Geology P.C.**

**February 5, 2024**

New York State Department of Environmental Conservation  
The Honorable Kathy Hochul, *Governor*      BASIL SEGGOS, *Commissioner*

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**CONTRACT DRAWINGS BOUND SEPARATELY**

## **SECTION I**

### ***Advertisement and Notice to Bidders***

#### **New York State Department of Environmental Conservation Division of Environmental Remediation**

Project Name: Dearcop Farm Soil Consolidation and Cover System  
Site No. 828016

Sealed bids for the Dearcop Farm Soil Consolidation and Cover System project will be received by the New York State Department of Environmental Conservation (NYSDEC), Division of Management and Budget Services, Bureau of Expenditures [625 Broadway, 10<sup>th</sup> Floor, Albany, New York, 12233-5027], until the time of 1:00 PM (EST) on the date of Thursday, March 14, 2024. The bids will be opened and read aloud at the above time and date. Telegraphic or other electronically transferred bids will not be accepted.

The project involves the implementation of remedial activities at the Dearcop Farm site, located at 92 Dearcop Drive, Gates, New York, 14624. These activities include, but are not necessarily limited to:

- Mobilization and demobilization of equipment and material to the site;
- Site clearing and grubbing;
- Intermediate grading of the site to accommodate landfill cover and drainage;
- Installation of a landfill cover system;
- Site grading and restoration;
- Cleaning of an adjacent culvert;
- Decommissioning of existing monitoring wells; and,
- Installation of a gravel turnaround.

The estimated range for this work is: \$ 2,500,000 to \$ 5,000,000.

**Contract Documents are available in electronic format at no charge.** Electronic copies of non-biddable Contract Document drawings, specifications, proposal forms, and addenda may be downloaded from the Department website [NYSDEC Procurement Opportunities](#). Hard copies (fees apply) and/or FTP link to biddable Contract Documents are available upon request from the Division of Environmental Remediation, 12th Floor, 625 Broadway, Albany, New York, 12233-7017, Attn: Alan Wong at (518) 402-9643 or [alan.wong@dec.ny.gov](mailto:alan.wong@dec.ny.gov).

Proposals will be accepted only from bidders who attend the Pre-Bid Conference. All proposals must be made on the official proposal form(s) and returned to the Department as specified in Contract Documents. Each proposal must be accompanied by a deposit or a bid bond in the amount of five-percent (5%) of Proposers bid amount. All Bidders must attend the Pre-Bid Conference to receive special requirements and/or instruction for the Contract. The Pre-Bid Conference will be held on Tuesday, February 20, 2024, at the Dearcop Farm Site, located at 92 Dearcop Drive, Gates, New York, 14624, starting at 11:00 AM (EST).

**ATTENDANCE IS MANDATORY AS A CONDITION OF BIDDING.**

Minority-, Women-, and Service-Disabled Veteran-owned businesses are encouraged to submit bids in response to this solicitation. The New York State Department of Environmental Conservation is an Equal Opportunity/Affirmative Action Employer.

The Contractor shall adhere to the New York State Department of Environmental Conservation Guidelines Regarding Permissible Contacts During a Procurement and the Prohibition of Inappropriate Lobbying Influence. For the purpose of this Notice to Bidders, the Director of the Division of Environmental Remediation, Andrew Guglielmi, 12<sup>th</sup> Floor, 625 Broadway, Albany, New York, 12233-7011, shall be the Department's Designated Representative. Any questions, however, shall be directed to Alan Wong, the Department's Project Manager and Designated Contact, at (518) 402-9643 or [alan.wong@dec.ny.gov](mailto:alan.wong@dec.ny.gov) .

Bidders may receive announcements of procurement opportunities by signing up for the NYSDEC – DER electronic mailing list (“listserv”) at –  
<https://public.govdelivery.com/accounts/NYSDEC/subscriber/new>

Basil Seggos,  
Commissioner



## SECTION II

### ***Terms and Definitions***

Wherever used in the Contract Documents, the following terms (or pronouns in place of terms) have the meanings indicated which are applicable to both the singular and plural forms thereof:

***Addenda*** - Written or graphic instruments issued prior to the date for opening of Bids which interpret or modify the Contract Documents by way of changes, clarifications, corrections, or the provision of additional information.

***Administrative Agreement*** - A written explanation of the Contract Documents, signed by Department, Engineer and Contractor on or after the Effective Date of the Agreement and dealing with procedural or administrative aspects of the Contract Documents which do not change the contract price.

***Agreement*** - The written agreement between Department and Contractor covering the Work to be performed; other Contract Documents are attached to Section VI - Agreement and made a part thereof as provided therein.

***Application for Payment*** – Billing invoice in the form required by Department on which Contractor must request progress or final payments and which is to include such supporting documentation as is required by the Contract Documents.

***As-Built Documents*** - documents conforming to the requirements outlined in Section VIII - General Conditions, Article 5.19.

***Bid*** - The written offer or proposal of the Bidder, submitted pursuant to Article 5 of Section III of the Bidding Documents on the form(s) provided.

***Bidder*** - The person, partnership, corporation, joint venture or other authorized combination thereof, who has submitted a Bid. Bidder may also be referred to as “Offerer” or “Proposer” throughout the Bidding Documents and Contract Documents.

***Bid Security*** - The security designated in the Bidding Documents to be furnished by the Bidder as guarantee that he/she will enter into a Contract with Department for the performance of the Work, if the Work involved in the Bid is awarded to that Bidder.

***Bidding Documents*** - The Advertisement and Notice to Bidders, Bidding Information and Requirements, the Bid Forms and Attachments, and the proposed Contract Documents, including all Addenda issued prior to receipt of Bids.

***Bonds*** - Instruments of security furnished by Contractor and its surety in accordance with the Contract Documents. This refers to the labor and material payment Bond, performance Bond and those other instruments of security required by the Contract Documents.

***Change Order*** - A document prepared and recommended by Engineer, which is reviewed by Department and has been signed by Contractor and Department and approved by Comptroller.

It authorizes an addition, deletion or revision in the Work, or an adjustment in Contract Price or Contract Time, or any combination thereof, issued on or after the Effective Date of the Agreement.

**Claim** – Contractor's demand or assertion seeking as a matter of right, adjustment, interpretation, additional money, extension of time or other relief with respect to terms of the Contract.

**Commissioner** – The Commissioner of the New York State Department of Environmental Conservation.

**Comptroller** - The Comptroller of the Office of the New York State Comptroller.

**Contract Documents** - The Agreement, Addenda, Contractor's Bid, including documentation accompanying the Bid and any post-Bid documentation submitted prior to the Notice of Award, all bid forms and attachments required by Section V, the General Conditions, the Supplementary Conditions, the Standard Specifications, the Supplementary Specifications, Appendix A, Appendix B, Appendix C, Appendix D, Measurement for Payment, Advertisement, Terms and Definitions, Bidding Information and Requirements, Supplementary Bid Information and Requirements, and the Drawings, together with all amendments, modifications and supplements issued pursuant to paragraphs 2.4 and 2.5 of Article 2 of the General Conditions on or after the Effective Date of the Agreement.

**Contract Price** - The money payable by Department to Contractor under the Contract Documents.

**Contract Time** - The number of days permitted by the Agreement for completion of Work. This number may be stated, or, implied by a requirement that all work be completed by a certain date.

**Contractor** - The person, partnership, corporation, joint venture, or other allowable combination thereof, who has entered into the Contract with Department for the Work. The term "Contractor" means Contractor or its authorized representative.

**Correction Period** - The period of time within which the Contractor shall promptly, without cost to Department and in accordance with Department's written instructions, either correct Defective Work, or if it has been rejected by Department, remove it from the site and replace it with non-defective Work, pursuant to paragraph 12.12 of the General Conditions.

**Cost and Pricing Data** - Refers to all data available to and relied upon by Contractor in negotiating, pricing, or performing Work covered by a Change Order, or a Proposed Change Order, or involved in a claim. Sample Cost and Pricing Data include data and supporting documents pertaining to labor wages and material rates, crew mixes, labor productivity, payroll costs, price catalogs, quotations from and payments to Subcontractors, Suppliers or others, equipment production rates, equipment costs, sales and use taxes, cost of premiums for Bonds and Insurances, costs related to the determination of general and administrative overhead, site office overhead, profit, estimates and estimating guides, Contractor's computations and projections, and all of the relevant assumptions made by Contractor in pricing or figuring increases or decreases in Contract Price or Contract Time.

**Cost of the Work Involved** - The sum of all costs necessarily incurred and paid by Contractor in the proper performance of the Work involved.

**Day** - A calendar day consisting of 24 hours lasting from midnight to midnight on any two consecutive dates.

**Defective Work** - Work that is unsatisfactory, faulty or deficient, or does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to Engineer's recommendation of final payment; unless responsibility for the protection thereof has been assumed by Department at Substantial Completion in accordance with paragraphs 13.8 or 13.10 of the General Conditions.

**Delivery** - Shall be effective on the date of receipt by the addressee.

**Department** - The New York State Department of Environmental Conservation.

**Department Representative(s)** - Employee(s) of Department engaged in Department activities relating to the work, but not responsible for day to day administration of the Project.

**Design Engineer** - The individual, partnership, corporation, joint venture, or any allowable combination thereof, who prepared and sealed the Contract Documents that were advertised for bid by Department.

**Designated Contact(s)** - Individuals to whom all contacts can properly be made during the Restricted Period in relation to the Permissible Contacts during a Procurement and Prohibition of Inappropriate Lobbying Influence clause of the Contract Documents. The Project Manager shall serve as the Department's Designated Contact for the Contract.

**Designated Representative to Resolve Disputes**- Department employee responsible for resolving all disputes between Contractor and Project Manager, as identified in the Supplementary Bidding Information and Requirements.

**Dispute** - A Claim that is not resolved pursuant to Article 8.10 of Section VIII - General Conditions, becomes a Dispute to be resolved under Article VIII – Dispute Resolution of Appendix B – Standard Clauses for All New York State Department of Environmental Conservation Contracts.

**Drawings, Plans** - The Drawings, Plans or reproductions thereof, which show location, character, dimensions, and details of the Work to be performed and which are referred to in the Contract Documents.

**Effective Date of the Agreement** - The date on which the Agreement is executed by Comptroller.

**Employee** - Any person working on the project mentioned in the Contract of which these specifications are a part, and who is under the direction or control, or receives compensation from Contractor or Subcontractor.

**Engineer** - The individual, partnership, corporation, joint venture, or any allowable combination thereof, any entity named as Engineer in the Agreement who will have the rights and authority assigned to Engineer in the Contract Documents. The term "Engineer" means the Engineer or its authorized representative.

**Equipment** - All machinery and equipment, together with the necessary supplies for upkeep and maintenance, and also tools and apparatus necessary for the proper construction and acceptable completion of the Work.

**Field Order** - A written order issued by Engineer to Contractor which orders minor changes in the Work in accordance with Article 9.2 of the General Conditions not involving an adjustment in the Contract Price or the Contract Time.

**Law(s)** - Applicable laws, rules, regulations, ordinances, codes or orders of a Federal or New York State court.

**Material** - Any approved material acceptable to Department and conforming to the requirements of the specifications.

**Notice of Intent to Award** - The written notice by Department to a Bidder stating that upon compliance by that Bidder with the conditions enumerated therein, within the time specified, Department intends to process contract through the appropriate New York State contract reviews.

**Notice to Proceed** - The Department's written notice of Agreement execution by the Comptroller, stating pertinent information with which Contractor must comply and, where applicable, authorizing Contractor to proceed with the Work at the site.

**Overhead** - General and administrative costs (whether at the site or in Contractor's principal or branch offices) and all other miscellaneous costs not assigned to a specific payment item as identified in Articles 9, 10 and 11 of the General Conditions.

**Partial Utilization** - Placing a portion of the Work in service for the purpose for which it is intended (or a related purpose) before reaching Substantial Completion for all the Work.

**Physical Completion** - The Work and all parts thereof have been completed to the satisfaction of Department.

**Progress Schedule** - Drawings, data computer reports, and narratives disclosing Contractor's approach to the Work; the associated Early Schedule, Late Schedule and Float times, as supported by the Critical Path Method (CPM) or Bar Chart Diagram; the Schedule of Values; and the Schedule of Shop Drawing submissions.

**Project** - The term "Project" means work at the same Site carried out pursuant to one or more sets of Contract Documents.

**Project Field Representative** - Department employee assigned responsibility for the day to day administration of the Project.

**Progress Payment** - Payment made to the Contractor as the result of an Application for Payment which accurately reflects the Contract work completed to date.

**Project Manager** - Department employee identified in the Supplementary Bidding Information and Requirements, responsible for administration of work required by Contract Documents and supervision of the Project Field Representative(s).

**Proposed Change Order** - A document prepared on a form furnished by the Department which is to be used: 1) by Department when requiring that Contractor figure the potential effect on Contract Price or Contract Time of a proposed change, (the proposed change is ordered upon signing by Department), or 2) by Contractor to notify Department that in the opinion of Contractor a change is required to respond to differing or unforeseen physical conditions under which the Work is to be performed as provided in paragraph 3.7 of Article 3 of the General Conditions or to emergencies under paragraph 5.23 of Article 5 of the General Conditions, or has been ordered in a Field Order, or in Engineer's approval of a Shop Drawing or sample, or in Engineer's written interpretation or clarification of the requirements of the Contract Documents. When signed by Department, a Proposed Change Order may or may not fully adjust Contract Price or Contract Time but is evidence that the change directed or documented by the Proposed Change Order will be incorporated in a subsequently issued Change Order following negotiations as to its effect, if any, on Contract Price or Contract Time.

**Resident Engineer** - The authorized representative of Engineer who is assigned to the site or any part thereof.

**Resident Project Representative(s)** - Person acting as assistant to the Resident Engineer who is assigned to the site or any part thereof.

**Resident Superintendent** - The authorized representative of Contractor who is assigned to the site or any part thereof.

**Restricted Period** - The time period which runs from contract bid advertisement to contract execution by the Comptroller.

**Retainage** - A percentage of a Progress Payment withheld by the Department from a Contractor as guaranty that all contract requirements will be satisfactorily completed.

**Request for Interpretation** - A document prepared on a form furnished by the Department which is to be used by the Contractor to request interpretation or clarification of the Contract Requirements by the Engineer.

**Shop Drawings** - All drawings, diagrams, illustrations, schedules and other data which are specifically prepared by or for Contractor to illustrate some portion of the Work and all illustrations, brochures, standard schedules, performance charts, instructions, diagrams and other information prepared by a Supplier and submitted by Contractor to illustrate material or equipment for some portion of the Work.

**Site** - The horizontal and vertical area requiring Work by Contractor, as bounded by and represented in the Contract Documents.

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

**Subcontractor** - An individual, partnership, corporation, joint venture or other allowable combination thereof, having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work at the site.

**Substantial Completion** - The Work, or a specified part thereof, has progressed to the point where, in the opinion of Engineer as evidenced by Engineer's definitive Certificate of Substantial

Completion, it is sufficiently complete, in accordance with the Contract Documents (with the exception of the minor items identified during inspection described in paragraph 13.6 of the General Conditions), so that it can be utilized continuously for the purposes for which it is intended. Substantial Completion of the Work, or specified part thereof, may be achieved either upon completion of Pre-Operational Testing or Start-up Testing, depending upon the requirements of the Contract Documents. The terms "substantially complete" and "substantially completed" as applied to any Work refer to Substantial Completion thereof.

**Supplier** - A manufacturer, fabricator, supplier, distributor, vendor, or other entity providing materials or components for the Project.

**Testing, Pre-Operational** - All testing, associated trim-out activities and specified manufacturer or supplier training required prior to placing the facilities in service, including but not limited to manufacturer or supplier installation checks; leak, disinfection and pressure tests; removal or erection of temporary components; tie-ins; flushing and chemical/mechanical cleaning operations; specified performance tests; and other necessary non-operating adjustments, cold-alignment checks, corrections, housekeeping and spare parts stocking required of Contractor to demonstrate to Department and Engineer that individual components of the Work have been properly erected and do operate in accordance with the Contract Documents, and that they can be placed in service and utilized continuously for their intended purposes.

**Testing, Start-Up** - Follows Pre-Operational Testing. Start-up Testing commences by placing portions of the Work in service under interim conditions, continues through initial utilization of the facilities under design media, and culminates with predefined trial utilization tests during which Contractor is to operate the Work, or specified parts thereof, under actual and simulated operating conditions and performing as defined in the Contract Documents, for the purposes of: a) making such minor adjustments and changes as may be found necessary to comply with the requirements of the Contract Documents, and b) complying with the Start-up Test requirements outlined in the Contract Documents.

**Total Float** - Number of working days by which a part of the Work identified in the progress schedule may be delayed without necessarily extending the corresponding Contract Time(s).

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

**Work** - Any and all obligations, duties, responsibilities, labor, materials, equipment, temporary facilities, and incidentals, and the furnishing thereof necessary to complete the construction assigned to or undertaken by, Contractor pursuant to the Contract Documents. Also, the entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work is the result of performing services, furnishing labor, and furnishing and incorporating materials and equipment into the construction, all as required by the Contract Documents.

## SECTION III

### ***Bidding Information and Requirements***

#### ***ARTICLE 1 - Address for Notices***

It is understood and agreed between the parties that Department's Representative(s) for the implementation of this Agreement, or for approval and direction called for therein, shall be the individual(s) named in Article 2 of Section IV, "Supplementary Bidding Information and Requirements."

Whenever it is provided in this Agreement that notice shall be given or other communications sent to Department, such notices or communications shall be delivered or sent to the Project Manager at the address set forth in Article 2 of Section IV, "Supplementary Bidding Information and Requirements." However, the Bid submittal should be addressed as stated in *Article 3 – Bid Instruction* below.

#### ***ARTICLE 2 - Interpretation of Bidding Documents***

No interpretation of the meaning of the Bidding Documents will be made orally: all questions regarding the intent or meaning of the Bidding Documents shall be submitted in writing to the Project Manager at the address set forth in Article 2 of Section IV, "Supplementary Bidding Information and Requirements". The reply to the same, when deemed necessary, will be made available by Addenda. To be given consideration, all inquiries must be received in writing at the address set forth in Article 2 of Section IV, "Supplementary Bidding Information and Requirements", at least ten (10) days prior to the date fixed for the opening of Bids, or by the date indicated by Department. Any and all interpretations, and any supplemental instructions will be in the form of written Addenda made available in electronic format. Failure of any Bidder to receive any such Addenda shall not relieve said Bidder from any obligation under its Bid as submitted. All Addenda so issued shall become part of the Bidding Documents.

All pre-bid inquiries answered by means other than Addenda shall not be binding.

#### ***ARTICLE 3 - Bid Instructions***

Department invites sealed Bids, on the forms provided herein and submitted to:

**Attention: Justin Lennox  
Bureau of Expenditure Accounting  
NYS Department of Environmental Conservation  
625 Broadway, 10th Floor  
Albany, New York 12233-5027**

**The outside of the envelope must bear the name and address of the Bidder, the Site Name, Site Number and Contract Number from the cover of the Contract Documents and specification book and be clearly marked as "Bid."**

Department may consider non-responsive any Bid not prepared and submitted in accordance with the provisions hereof, may waive any informalities or irregularities in any bid, or may reject any or all Bids. Bids that are illegible or that contain any omission, erasures, alterations, additions, conditions, or items not called for in the Bidding Documents, or that contain other irregularities of any kind, may be rejected as non-responsive. The failure or omission of any Bidder to obtain or examine any form, instrument,

document or Bidding Documents, or any part thereof, shall in no way relieve any Bidder from any obligation in respect to its Bid. Complete sets of Bidding Documents shall be used in preparing Bids; neither Department nor Engineer assume any responsibility for errors or misinterpretations resulting from the use of incomplete sets of Bidding Documents.

Department is responsible for providing Addenda only to those persons or firms listed as having attended the mandatory Pre-Bid Conference.

Department and Engineer make copies of Bidding Documents available only for the purpose of obtaining Bids on the Work and do not authorize any other use of the Bidding Documents.

Each Bid must be submitted on the official form which is furnished by Department. All blank spaces in the Bid must be filled in as noted, and no change shall be made in the phraseology of the Bid or in the items mentioned therein.

The Bidder shall sign, in the space provided in the Bid form, with his or her usual signature. An officer of a corporation or a member of a partnership signing for the Bidder, shall place his or her signature and title after the word "By" under the name of the Contractor. The same procedure shall apply to the Bid of a joint venture by two or more Bidders; however, if the signature is by an agent or attorney-in-fact for the parties of the joint venture, then the Bid shall be accompanied by evidence of his or her authority to act on behalf of all parties of the joint venture.

The Bidder shall complete that portion of the Bid form requesting a statement of the Addenda which have been received, by Addenda number and date. If no Addenda have been received, insert the word, "NONE." Failure to complete this portion of the Bid form may result in a bid being declared non-responsive at Department's option.

Each Bid shall specify in words and figures, the correct gross sum, in the manner hereafter described for which the Work shall be performed according to the Bidding Documents together with a unit price expressed in words and figures for each separate items for which such a price is required. The lowest Bid shall be determined by Department on the basis of the total sum for which the entire Work will be performed, arrived at by a correct computation of all items specified in the Bidding Documents at the prices stated in the Bid. Department reserves the right to reject any Bid in which the Bid prices appear to constitute an unbalanced Bid for the work.

In the event there is a discrepancy in any Bid between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy in any Bid between the prices written in figures and the unit or lump sum prices written in words, the prices written in words shall govern. Department may reject as non-responsive bids which do not contain a price for every numbered item contained in the Bid form, or may insert a zero for every numbered item that doesn't contain a price.

Unless Department gives instructions to the contrary, the Bidder shall use no more than three decimal places in the cents column under unit Bid price items. If Bidder uses more than three decimal places without such instructions, Department may round off the Bid item to three decimal places.

The Bidder is responsible for examining supplemental information which is available for inspection, upon request, at the address for notices in Article 1 of this Section.

Department will not accept any Bid which has been transmitted electronically (e.g. via Facsimile, Telephone, Telegraph, email, text) or which has been received after the designated bid opening time



except where there is evidence that the bid arrived on time, but was mishandled by the Department. A late Bid will be returned unopened with notification of the reason for non-acceptance.

Bids will only be accepted from persons or firms who have attended the mandatory Pre-Bid Conference.

***Permissible Contacts During a Procurement and Prohibition of Inappropriate Lobbying Influence***

- Pursuant to State Finance Law §§139-j and §139-k, this contract includes and imposes certain restrictions on communications between a Governmental Entity and an Offerer/Bidder during the procurement process. An Offerer/bidder is restricted from making contacts from the earliest notice of intent to solicit bids through final award and approval of the Procurement Contract by the Department of Environmental Conservation (Department) and, if applicable, Office of the State Comptroller (“restricted period”) to other than designated staff unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Designated staff, as of the date hereof, is identified on page I-1 of Section I, Advertisement and Notice to Bidders. Department employees are also required to obtain certain information when contacted during the restricted period and make a determination of the responsibility of the Offerer/bidder pursuant to these two statutes. Certain findings of non-responsibility can result in rejection for contract award and in the event of two findings within a four (4) year period, the Offerer / Bidder is debarred from obtaining governmental Procurement Contracts. Further information about these requirements, including a copy of the new lobbying law, can be found at <https://ogs.ny.gov/acpl>.

***ARTICLE 4 - Modification or Withdrawal of Bid***

Permission will not be given to modify or explain by letter, telegram, telephone or otherwise, any Bid after it has been deposited with Department except that a Bid may be withdrawn, modified, and resubmitted prior to the date and time for opening the Bids. After such date and time, no Bid may be withdrawn by a Bidder except as provided by law, and provided further that: 1.) the Bidder files a duly signed written notice of a Bid mistake with Department within two (2) business days after the day of the Bid opening, and 2.) within three (3) business days thereafter demonstrates to the reasonable satisfaction of Department that there has been a material and substantial mistake in the preparation of the Bid. If these two conditions are not met, then the bid bond would be forfeited.

Prior to submittal of Bid, a Bidder may alter or correct a unit price, or a lump sum item, which has been entered on the Bid form by crossing out the entry, entering the new figure above or below the crossed-out entry, and initialing on the line of change. The crossing out of entries shall be with ink, or typed. All new entries and initials shall be legibly handwritten with ink, or typed. Any ambiguity arising from entries altered or corrected on the Bid Form may be cause for Department's rejection of the Bid as non-responsive.

If the Bid is made by an individual, the business address shall be given. If made by a corporation, the names and business addresses of the president, secretary and treasurer shall be given. If made by a partnership, the names and business addresses of the partners shall be given.

Department reserves the right to disqualify Bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

All Bids submitted by an individual, a firm or partnership, a corporation or association, which submits more than one Bid for the same Work under the same or different name shall be rejected.

**ARTICLE 5 - Required Bid Submittals**

The following are to be submitted within the time periods indicated. At the option of Department, failure to make or amend a submittal will constitute proof that the Bidder has abandoned all rights and interests in the contract; that the Bid Security is forfeited to Department as liquidated damages; and that the Work may be awarded to another Bidder in a manner consistent with Law.

a) The following items are to accompany Contractor's Bid submitted to Department as required in Article 3. The applicable forms and instructions can be found in Section V – Consolidated Bid Form Acknowledgements, Article 1:

- Form of Bid (completed and endorsed)
- Bidder's/Proposer's Certification
- Bid Bond or Certified Check
- Offerer Disclosure of Prior Non-Responsibility Determinations (completed and endorsed)
- Vendor Assurance of No Conflict of Interest or Detrimental Effect (endorsed)
- Sexual Harassment Prevention Certification Form
- Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia
- In the case of a legally constituted joint venture, the bidders must submit a copy of the written joint venture agreement with their bid. Each member can only be part of one (1) joint venture. The agreement shall clearly define the relationship and services to be performed by each member, identify the authorized representative for each member, designate the lead principal participant, provide proof of insurance, identify percent equity share held by each member, and include any other relevant information.
  - The Bidder must also submit a statement signed by the Bidder's authorized representative acknowledging that such entities will be required to provide evidence of joint and several liability for the Bidder's obligations under the Contract. If the entity is an LLC, a statement signed by the bidder's authorized representative acknowledging that such entities will be required to provide guarantees of the Bidder's obligations under the Contract.
  - If the joint venture has not yet been legally formed, then the Bidder must submit a description of the proposed legal structure and draft copies of the underlying documents, including: a) all significant terms of the joint venture or partnership, including the rules relative to the administration of the joint venture, limited liability company or partnership, including dealing with deadlock situations; b) description of how the joint venture, limited liability company or partnership will operate administratively and technically; and c) a teaming agreement or comparable document setting forth the equity member's agreement to form the organization.

b) The following items shall be submitted to the Project Manager within five (5) days of notification that the Bidder is the apparent low Bidder. The applicable forms and instructions can be found in Section V – Consolidated Bid Form Acknowledgements, Article 2:

- Off-site permitted facility to receive material along with a copy of the facilities permit
  - Plan of Operations (Work Plan) and Progress Schedule, Health and Safety Plan, Sampling Plan, and QA/QC Plan
  - Statement of Surety's intent, complete and signed by a duly authorized surety company licensed to do business in the State of New York
  - A description of projects completed by Bidder documenting its experience in this type of work, including previous experience (including applicable experience in New York State and evaluations from other clients for whom the bidder has provided goods and/or services); the abilities and experience of the personnel to be assigned to the work and the ability to provide any needed advanced techniques such as modeling; and overall, information which demonstrates the bidder's skill, judgment and business integrity. This should include the Bidder's approach proposed in meeting the requirements of the scope of work and the need to purchase the goods from and/or subcontract performance of services to others, outlining any cost or schedule impacts to the Bidder's overall performance of the Work.
  - Completed NYS Vendor Responsibility Questionnaire (CCA-2) or an affidavit of no change (if appropriate). If the forms are filed using OSC's online VendRep System, a letter certifying that the forms have been so completed and submitted must be sent to the Project Manager. In the case of a joint venture, each member will be required to complete and submit a NYS Vendor Responsibility Questionnaire or an affidavit of no change (if appropriate). (Must be bound separately if submitting a paper copy of the Vendor Responsibility Questionnaire.)
  - Any other information that demonstrates the Bidder's ability to perform the work described herein
  - Low bidders may be asked to submit additional information to demonstrate competency
- c) The following items shall be submitted to the Project Manager within 14 days from the date of the Notice of Intent to Award letter from Department. The applicable forms and instructions can be found in Section V – Consolidated Bid Form Acknowledgements, Article 3:
- Executed Agreement one (1) endorsed originals)
  - Performance Bond with Power of Attorney & Surety Financial Statement one (1)original
  - Labor & Materials Bond with Power of Attorney & Surety Financial Statement (original)
  - Bid Breakdown of Items (original) (see Article 12 below)
  - Certificates of Insurance
  - Service-Disabled Veteran-Owned Business (SDVOB) Utilization Plan (original) as detailed in Appendix D
  - Consultant/Contractor Detailed MWBE Utilization Plan via the New York State Contract System (NYSCS) at <https://ny.newnycontracts.com/> (see Article 20 below).

- DEC Equal Employment Opportunity (EEO) Policy Statement
- EEO Staffing Plan Form
- An Authorizing Resolution stating that a certain individual has the authority to sign the Contract on behalf of the firm.
- Endorsed Executive Order No. 177 Certification (Anti-Discriminatory Policies and Practices)

**ARTICLE 6 - Bid Security and Bonds**

Bid Security shall be made payable to Department in an amount not less than five (5) percent (5%) of the Bidder's gross sum Bid. The Bid Security shall be in the form of either a certified or bank check upon an incorporated bank or trust company, or a Bid Bond issued by a surety satisfactory to Department.

Department will accept only Bonds from a surety company licensed to write Bonds of such character and amount under the laws of New York State and which are listed on the U.S. Treasury Department Circular 570.

Attorneys-in-fact who sign Bonds shall file with such Bonds a certified copy of their Power of Attorney to sign Bonds and to conduct business in the State of New York.

The Bid Security of a Bidder awarded a Contract for the Work will be retained until such Bidder has executed the Agreement and furnished the required bonds and insurance, whereupon the Bid Security will be returned. If the Bidder fails to execute and deliver the Agreement, other required documents and furnish the required bonds and insurance within fourteen (14) days after the Notice of Intent to Award, Department may annul the Notice of Intent to Award, and the Bid Security of that Bidder will be forfeited to Department. The Bid Security of any Bidder whom Department believes to have a reasonable chance of receiving the award may be retained by Department until the earlier of the 45th day after the Bid opening or seven (7) days after the Effective Date of the Agreement, whereupon Bid Security furnished by such Bidders will be returned. Bid Security of other Bidders will be returned after the Bid opening.

**ARTICLE 7 - Approval of "or Equal" or Substitution Equipment, Systems or Items**

There shall be no approval given by Department or Engineer during the bidding period or prior to Award of Contract for any "or equal" or substitution equipment, systems or items.

**ARTICLE 8 - Other Contracts and Occupancy**

Department may award other contracts in connection with this Work. Contractor shall not have exclusive occupancy of the real property within or adjacent to the limits of the Work.

In case of interference between the operations of utility owners and different contractors, Department will be the sole judge of the rights of each contractor and the sequence of work necessary to expedite the completion of the entire Project. In all such cases, Department's decision shall be accepted as final.

**ARTICLE 9 - Taxes**

Department is exempt from the payment of sales and compensating use taxes of the State of New York and of cities and counties on all materials, equipment and supplies sold to Department pursuant to this

Contract. Also exempt from such taxes are purchases by Contractor and its Subcontractors of materials, equipment and supplies to be sold to Department pursuant to this Contract, including tangible personal property to be incorporated in any structure, building, or other real property forming part of the Project. These taxes are therefore not to be included in the Bid. The cost of all other taxes under the Contract shall be included in the Bid prices for the several items of the Contract.

### ***ARTICLE 10 - Experience and Financial Statements***

In accordance with New York State Executive Order No. 170, a Contract shall only be awarded to a responsible Bidder capable of performing and completing the Work in a satisfactory manner. The NYS Vendor Responsibility Questionnaire, instructions for which are included in Section V, "Bid Forms and Attachments" must be completed and submitted by the apparent low Bidder within five (5) days after the apparent low Bidder has been so notified.

Failure of the apparent low Bidder to timely submit the complete, properly executed questionnaire within five (5) days may result in disqualification.

Before Department will consent to any subcontracts at or over \$10,000, unless otherwise agreed to by the Department, the proposed subcontractor must submit the complete, properly executed "NYS Vendor Responsibility Questionnaire" through Contractor. Any delay in the progression of work caused by the failure of a subcontractor to comply with these requirements will be attributable to Contractor and any additional costs will be Contractor's responsibility.

The low Bidder shall demonstrate its responsibility to perform and complete Work by submitting a statement of its experience and the experience of any Subcontractor which the low Bidder intends to use to perform the Work. Department may require the low Bidder to further demonstrate its responsibility to perform and complete Work by submitting an additional experience and financial statement or information seven (7) days after bid opening or within seven (7) days of Department request, which shall include at a minimum, information pertaining to the Bidder's financial resources. The submitted financial information shall be certified by a Certified Public Accountant, and shall be submitted in the form required by Department. This can also apply to Contractor's Subcontractors.

In the case of a joint venture, each member must meet the experience requirements as amended above. A bid cannot be submitted by a Bidder, including a joint venture, where the Bidder or one of the members of a joint venture has less than three (3) years satisfactory experience in construction of the work to be performed, unless the Bidder or member of a joint venture is a successor in interest to a pre-existing company which meets the required minimum of three (3) years satisfactory experience in construction of the work to be performed.

All on-site personnel are required to have 40-hour Occupational Safety and Health Administration (OSHA) training plus a current eight-hour refresher, baseline medical monitoring, plus a current yearly physical, and training and current fit testing for respirator use if applicable.

Additionally, the successful Contractor must be compliant with Section X – Standard Specifications, SPEC 01 35 29 – Contractor's Health and Safety Plan and the OSHA Standards and Regulations contained in Title 29, Code of Federal Regulations, Part 1910 and 1926 (20 CFR 1910 and 1926) and subsequent additions and/or modifications, the New York State Labor Law Section 876 (Right-to-Know Law), the Standard Operating Safety Guidelines by the United States Environmental Protection Agency (EPA), Office of Emergency and Remedial Response and the Occupational Safety and Health Guidance Manual for Hazardous Waste Site Activities (NIOSH, OSHA, USCG, and EPA) provide the basis for the safety and health program. Additional specifications within this section are in addition to OSHA regulations and

reflect the positions of both the EPA and the National Institute for Occupational Safety and Health (NIOSH) regarding procedures required to ensure safe operations at abandoned hazardous waste disposal sites.

### ***ARTICLE 11 - Preliminary Progress Schedule***

The Preliminary Progress Schedule shall consist of three (3) copies of a narrative description and a time-scaled critical path method diagram or bar chart diagram as specified in Section X – Standard Specifications, SPEC 01 32 16 – Progress Schedule. The narrative in the Preliminary Progress Schedule shall describe the order in which Bidder proposes to perform the Work pursuant to the specified Contract Time(s) and Work sequence conditions indicated in or required by the Bidding Documents. It shall also indicate proposed starting and completion dates for Work expressed in terms of days elapsed from the Notice to Proceed associated with each division of the Specifications within each major structure or geographical area of Work. Activities shall further identify significant submittals, approvals and associated deliveries, significant testing, major Department responsibilities, and responsibilities of affected utilities and third parties. The narrative shall include monthly percentages of completion for the Work in relation to the rate of progress anticipated in the Preliminary Progress Schedule.

### ***ARTICLE 12 - Bid Breakdown***

The Bid breakdown shall be submitted by the apparent low Bidder within fourteen (14) days after the date of the Notice of Intent to Award letter. Discrepancies, ambiguities or conflicts in the Bid breakdown shall be resolved in accordance with the terms and conditions set forth in Article 8.10 of Section VIII the General Conditions.

A Bidder submitting a Bid breakdown and awarded a Contract for the Work agrees and understands that those prices for separable parts of the Work disclosed on the Bid breakdown, where they are applicable and determined to be reasonable by Department may be used for the purposes of: a.) measurement and payment, b.) increase(s) or decrease(s) in the Contract Price due to adjustments in quantities to the separable parts of the Work, and c.) Change Orders or Proposed Change Orders which add or deduct like Work.

### ***ARTICLE 13 - Subsurface and Technical Information***

If boring logs and other subsurface information were made available for the inspection of Bidders, please note that such data were obtained with reasonable care and were recorded in good faith by Department, Engineer or the Design Engineer.

The soil and rock descriptions shown are as determined by a visual inspection of the samples from the various explorations unless otherwise noted. The observed water levels and/or water conditions indicated thereon are as recorded at the time of the exploration. These levels and/or conditions may vary considerably, according to the prevailing climate, rainfall and other factors, including the passage of time.

Similarly, data concerning leachate were obtained with reasonable care and recorded in good faith. The location and concentrations of leachate may vary considerably according to the prevailing climate, rainfall and other factors, including the passage of time. Bidders may rely upon accuracy of the subsurface technical data as to where (location) and when (exact time) data was obtained; but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof.

When reports showing data obtained by investigations and tests at the site by Department, Engineer or the Design Engineer are included with the Bidding Documents, or made available to Bidders as set forth

in the Bidding Documents, it is expressly understood and agreed that technical data, but not any non-technical data, interpretations or opinions contained in such reports, are incorporated by reference into the Contract Documents. Bidders may rely upon the accuracy of all such technical data contained in such reports as to where (location) and when (exact time) such technical data was obtained, unless the Bidding Documents limit any other basis upon which such technical data may be relied upon. It is further expressly understood and agreed that the use of any technical data contained in such reports is subject to all of the conditions and limitations set forth in the Bidding Documents.

Subsurface and technical information is made available to Bidders in good faith so that they may be aware of the information utilized for design and estimating purposes. Department makes no representations or warranties, express or implied, as to the completeness of this information or data, nor is such disclosure intended as a substitute for personal investigations, interpretations, and judgment of the Bidder.

#### ***ARTICLE 14 - Underground Facilities***

The locations of Underground Facilities were ascertained with reasonable care and recorded in good faith from various sources, including the records of municipal and other public service corporations, and therefore such locations may only be approximate. Department does not assume responsibility for the accuracy or completeness of such locations.

#### ***ARTICLE 15 - Examination of Bidding Documents and Site***

It is the responsibility of each Bidder, before submitting a Bid to: a.) examine the Bidding Documents thoroughly, b.) visit and visually inspect the site during the Pre-Bid Conference required pursuant to Article 3 of Section IV, "Supplementary Bidding Information and Requirements," c.) become familiar with local conditions that may affect cost, schedule, performance or furnishing of the Work, d.) become familiar with applicable Laws that may in any manner affect cost, schedule, performance or furnishing of the Work, e.) study and carefully correlate Bidder's observations with the Bidding Documents, and f.) notify the Project Manager identified in Article 1 of this Section promptly after discovering any conflicts, ambiguities, errors or inconsistencies in the Bidding Documents.

It is the responsibility of each Bidder to obtain any additional documents, information or data which pertain to the physical conditions (surface, subsurface and Underground Facilities) at or contiguous to the site which may affect cost, schedule, progress, performance or furnishing of the Work and which Bidder deems necessary to determine its Bid for performing and furnishing the Work in accordance with the Bidding Documents.

The submission of a Bid constitutes an incontrovertible representation by Bidder that Bidder has taken steps reasonably necessary to ascertain the nature and location of the Work, and that Bidder has investigated and accounted for in the preparation of the Bid: a.) Governmental requirements and all reasonably foreseeable general and local conditions that may affect cost, schedule, performance or furnishing of the Work. Examples of such conditions include: 1.) conditions bearing upon the transportation, disposal, handling and storage of materials, 2.) the availability and suitability of labor, water, electric power, telephone, sanitary services, and roads, 3.) weather, river stages, tides or similar conditions at or contiguous to the site, 4.) physical conditions of the site, and 5.) the character of equipment and facilities needed preliminary to and during Work performance, b.) character, quality and quantity of surface, subsurface and Underground Facilities at or contiguous to the site, insofar as this information is reasonably ascertainable from the Drawings and Specifications included as part of the Bidding Documents, from the reports referenced in the Supplementary Bid Information. and from the documents, information and data regarding physical conditions at or contiguous to the site obtained by

Bidder, and c.) Bidding Documents to be sufficient in scope and detail to indicate and convey understanding of all terms and conditions affecting cost, schedule, performance and furnishing of the Work.

Any Failure to take the actions described in this Article will not relieve that Bidder from responsibility for estimating properly the difficulty, cost of, and schedule for successfully performing the Work, or from performing the Work successfully without an increase in Contract Price or an extension in Contract Time.

Department, Engineer, or Design Engineer do not assume any responsibility for any conclusions or interpretations made by any Bidder based on the information made available by the Bidding Documents. Nor does Department, or Engineer assume any responsibility for any understanding reached or representation made concerning conditions which can affect the cost, schedule, progress, furnishing and performance of the Work prior to execution of the Contract, unless that understanding or representation is expressly stated in the Bidding Documents.

In an itemized contract, the estimate of quantities of work to be done and materials to be furnished is approximate and is given only as a basis of calculation upon which the award of the contract is to be made. Department does not assume any responsibility that the quantities estimated will be the actual quantities required; Contractor may not claim misunderstanding or deception because of such estimates of quantities or of the character of the work, location, or other condition pertaining thereto. Department may increase or diminish any or all of the quantities of work mentioned above or omit any of them, as deemed necessary or as being in the best interest of Department.

***ARTICLE 16 - Subcontractors, Suppliers or Others***

Unless otherwise agreed in writing by Department, Contractor shall subcontract no more than the percentage (%) of the total cost of the work under its contract as may be provided by the Contract Documents in Article 6 of Section IV, "Supplementary Bidding Information and Requirements". Procedures for approval of Subcontractors, Suppliers or other persons or organizations, after execution of the Agreement, are set forth in the General Conditions and the Supplementary Conditions.

***ARTICLE 17 - Award of Contract***

The Contract will be awarded to the lowest, responsive and responsible Bidder(s) that has prepared acceptable required submittals, in the opinion of Department, as stipulated in Article 5 of this Section.

To the extent permitted by applicable Law, Department reserves the right to reject any and all Bids, to waive any and all informalities or irregularities, to disregard all nonconforming, nonresponsive, or conditional Bids, or to re-advertise for Bids.

In order to be considered responsive, a Bid shall be completed, signed and be responsive in all respects to the Bidding Documents unless informalities are waived by Department.

In order to be considered responsible, a Bidder must establish to the complete satisfaction of Department and Engineer, as a minimum, that it has adequate and satisfactory experience and financial resources to meet the obligations under the Contract and award of the Contract would be in the best interest of the State. A Bidder's prior experience shall be considered satisfactory when among other factors, its performance of prior work was timely, of good quality, in compliance with any contract requirements including contracted costs and schedule, and in compliance with applicable Law. The Bidder must have a minimum of three (3) years satisfactory experience in construction of the work to be performed. This experience must include, but not be limited to, the excavation, transportations, and handling of hazardous



waste and contaminated soil/sediment. Experience must also include the handling and treatment of contaminated water generated from hazardous waste operations. For work to be deemed satisfactory, the work must have been performed with required oversight from United States Environmental Protection Agency (USEPA), Department, or an equivalent state environmental regulatory agency (i.e., New Jersey DEP, Pennsylvania DER, etc). Brownfield cleanup work qualifies for the experience requirement. The bidder cannot meet the minimum experience requirements through the use of subcontractor(s).

Department may conduct such investigations as it deems necessary to assist in the evaluation of any Bid and to establish the responsibility in terms of satisfactory experience and financial ability of the Bidder, and of any proposed subcontractors. Department may reject the Bid of any Bidder which it deems not to be responsible and may reject performance of Work by any Subcontractor which it deems is not responsible.

It is the intention of Department that the work will be awarded within 45 calendar days after the opening of bids to the lowest responsive, responsible Bidder whose bid conforms to the requirements of the Contract Documents. Bids may not be withdrawn, altered or revoked during this 45-day period except as provided by law and specified within Article 4 of this Section. Even after the expiration of such 45-day period, Department may accept a Bid and award the work to any Bidder whose bid has not been unequivocally withdrawn or revoked prior to the mailing of written Notice of the Award to the successful Bidder. For purposes of the preceding sentence, withdrawal or revocation of a Bid shall not occur until Department receives an unequivocal written statement to that effect.

#### ***ARTICLE 18 - Time is of the Essence***

Time is of the essence for the performance of Work required by the Contract Documents.

#### ***ARTICLE 19 - Applicability of Federal, State and Local Law***

Any Bid and any Contract awarded pursuant to a Bid shall be subject to and governed by applicable Law.

It is the responsibility of each Bidder to be informed of and comply with federal, state and local Laws, affecting the cost, schedule, progress, performance or furnishing of the Work. This requirement includes, but is not limited to, applicable regulations concerning minimum wages, nondiscrimination in employment, affirmative action, protection of public and employee safety and health, environmental protection, fire protection and permits, and fees and licensing.

#### ***ARTICLE 20 - MWBE and EEO Requirements***

The MWBE and EEO provisions of Appendix B are required provisions for this contract. The Bidder is required to comply with State regulations 9NYCRR Part 543 entitled, "Requirements and Procedures Regarding Business Participation Opportunities for Minorities and Women on State Contracts."

The selected Bidder shall be required to make good-faith efforts to subcontract at least the percentage stipulated in Section XIX of Appendix B, of the contract price to NYS Certified Minority Business Enterprise(s) (MBE) and Women Business Enterprise(s) (WBE), respectively.

In accordance with Executive Law Article 15-A, Department is required to make available the NYS Directory of Certified Minority and Women Owned Business Enterprises. Empire State Development has put the Minority and Women's Business Development Directory on the Internet at [www.ny.newnycontracts.com](http://www.ny.newnycontracts.com). Support will be available from 9:00 a.m. to 5:00 p.m., Monday through Friday, except for NYS holidays. If assistance is needed call (855) ESD-4MWBE or (855) 373-4692. For

additional information and assistance regarding NYS Certified MWBE's, please contact the Department's MWBE Compliance Unit at [mwbe@dec.ny.gov](mailto:mwbe@dec.ny.gov) or (518) 402-9240.

Pursuant to New York State Executive Law Article 15-A, and the attending rules and regulations, an approvable MWBE Utilization Plan, DEC Equal Employment Opportunity Policy Statement and EEO Staffing Plan form shall be required prior to or at the time of the execution of the Contract.

Contractor shall be required to provide equal opportunities to minorities and women with regard to all jobs necessary for the performance of work or contracts required by the project. In doing so, Contractor agrees to make good-faith efforts to employ minorities and women for the work force hours required for the completion of the project. Contractor shall not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability, or marital status, and shall undertake or continue existing programs of affirmative action to ensure that minority group persons and women are afforded equal opportunity without discrimination. Such programs shall include, but not be limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

As required by Department, Contractor shall request of each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding and which is involved in the performance of the contract with the Agency to furnish a written statement that such employment agency, labor union, or representative shall not discriminate because of race, creed, color, national origin, sex, age, disability, or marital status, and that such union or representative will cooperate in the implementation of Contractor's obligations hereunder.

Contractor shall include the provisions of Section XIX of Appendix B in every subcontract or purchase order in such a manner that the subcontractor shall be required to comply with such provisions with respect to its work in conjunction with the contract with Department.

***ARTICLE 21 – Participation Requirements for New York State Certified Service- Disabled Veteran-Owned Businesses***

Article 3 of the New York State Veterans' Services Law 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. The Department 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 Department 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, Bidders 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. To obtain more information regarding the utilization of SDVOBs including how to find and contact them, please use the contact information below or go to the Division of Service Disabled Veteran's Business Development (DSDVBD) website at: <https://ogs.ny.gov/veterans>.

The contractor must make good faith efforts to subcontract a goal of six (6) percent (%) of the contract amount to New York State Certified Service-Disabled Veteran-Owned Businesses (SDVOBs), for

purposes of providing meaningful participation by SDVOBs. Appendix D further defines the SDVOB provisions required by Veterans' Services Law Article 3

**ARTICLE 22 - Permissible Contacts During a Procurement and Prohibition of Inappropriate Lobbying Influence**

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005 (collectively referred to as the "Lobbying Law"), makes major changes to the Legislative Law and State Finance Law relative to lobbying on government procurements. More specifically, the Lobbying Law creates two new sections in the State Finance Law: Section 139-j addresses restrictions on "contacts" during the procurement process; and Section 139-k addresses the disclosure of contacts and the responsibility of offerer(s)<sup>1</sup> during the procurement process. The Lobbying Law applies to all procurements initiated on or after January 1, 2006. In this regard, a procurement means a contract or agreement involving an annual expenditure in excess of \$15,000 for a commodity, service, technology, public work, or construction; purchase, sale or lease of real property; or revenue contract.

In conformity with the Lobbying Law, during a procurement's restricted period<sup>2</sup> the only New York State Department of Environmental Conservation (Department) officer(s) or employee(s) that the offerer may "contact" is/are the Department designated contact person(s) for that procurement. In this regard, "contact" means any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence a procurement. Exceptions to this rule include:

- submission of a written proposal in response to an RFP, IFB or any other solicitation method;
- submission of written questions as part of an RFP, IFB or other solicitation method where all written questions and written responses will be provided to all offerer(s);
- participation in a pre-proposal or pre-bid conference scheduled as part of an RFP, IFB or other solicitation process;
- written complaints by an offerer that the Department designated contact for a procurement fails to respond to in a timely manner;
- negotiations with the Department following tentative award;
- contacts between designated Department staff and offerer to request the review of a contract award; and
- communications with the Department regarding an appeal, protest or other review of a procurement, participation in an administrative or judicial proceeding regarding a procurement, and complaints regarding a procurement made to the Attorney General, Inspector General, District Attorney, or State Comptroller.

An offerer shall not, under any circumstances, attempt to influence a Department procurement in a way that violates or attempts to violate: Public Officers Law Section 73(5), relating to gifts intended to influence; or Public Officers Law Section 74, relating to the code of ethics for employees of state agencies, public authorities and public benefit corporations, members of the New York State Legislature, and Legislative employees.

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<sup>1</sup> Individual or entity, or any employee, agent, consultant or person acting on behalf of such individual or entity, that contacts the Department about a procurement during the restricted period.

<sup>2</sup> The period of time commencing with the earliest public notice, advertisement or solicitation of a Request for Proposals (RFP), Invitation for Bids (IFB), solicitation of proposals or any other method for soliciting responses from offerers intending to result in a procurement contract by the Department, and ending with the final contract award and approval by the Department, and the Office of the State Comptroller (if required).

An offerer who contacts the Department designated contact person for a procurement during the restricted period must be prepared to provide the following information: name, address, telephone number, place of principal employment and occupation of the person or organization making the contact, and whether the person/organization making the contact is the offerer or is retained, employed or designated by or on behalf of the offerer to appear before or contact the Department about the procurement.

An offerer that submits a proposal, bid or other response to a Department RFP, IFB or other solicitation method must: certify that it understands and agrees to comply with these guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence; and disclose whether any governmental entity has, within the prior four years, found the offerer non-responsible due to a violation of the Lobbying Law or the intentional provision of false or incomplete information. Further, all Department procurement contracts will contain: a certification by the offerer that all information provided to the Department with respect to the Lobbying Law is complete, true and accurate; and a provision authorizing the Department to terminate the contract in the event such information is found to be intentionally false or incomplete.

The Department will investigate all allegations of violations of the Department guidelines regarding permissible contacts during a procurement and the prohibition of inappropriate lobbying influence. A finding that an offerer has knowingly and willfully committed such a violation may result in a determination that the offerer and its subsidiaries are non-responsible and therefore ineligible for award of the procurement contract. A second determination of non-responsibility for such a violation within four (4) years of the first such determination may render the offerer and its subsidiaries ineligible to submit a bid or proposal or be awarded a procurement contract for four (4) years from the date of the second determination. The Department will notify the New York State Office of General Services (OGS) of any determination of non-responsibility or debarments due to violations of the Lobbying Law.

If you require further guidance on the new Lobbying Law, you are encouraged to visit the Advisory Council on Procurement Lobbying website at the following address:

<https://ogs.ny.gov/acpl>, where Frequently Asked Questions (FAQ's) and answers adopted by the council have been posted. A copy of the new Procurement Lobbying Law is also available on this website.

### ***ARTICLE 23 – Diesel Emissions Reduction Act 2006***

In 2007, New York State passed legislation establishing the Diesel Emissions Reduction Act 2006 (DERA). This Act amended the Environmental Conservation Law (ECL) by adding Section 19-0323 which requires the use of best available retrofit technology (BART) and ultra-low sulfur diesel fuel (ULSD) for heavy duty vehicles owned or operated by, including on behalf of, state agencies and state or regional public authorities. The Department has promulgated regulations (6 NYCRR Part 248) to provide guidance on provisions of the law. The regulations may be found on the Department's website at <http://www.dec.ny.gov/regs/2492.html>.

The Contractor must comply with the specifications and provisions of ECL Section 19-0323 and 6 NYCRR Part 248, which require the use of Best Available Retrofit Technology (BART) and Ultra Low Sulfur Diesel (ULSD), unless specifically waived by the Department. Qualifications for a waiver under this law will be the responsibility of the Contractor.

**ARTICLE 24 – Environmental Protection Fund Acknowledgment**

If applicable, in recognition of a portion of the Department funds utilized for any work completed under this Contract, the Contractor agrees to acknowledge in any communication to the public, that such funding was provided from the Environmental Protection Fund as administered by the New York State Department of Environmental Conservation.

**ARTICLE 25 – Sexual Harassment Prevention Certification**

State Finance Law §139-I requires bidders on state procurements to certify that they have a written policy addressing sexual harassment prevention in the workplace and provide annual sexual harassment training (that meets the minimum requirements of section two hundred one-g of the NYS Labor Law and Department of Labor’s model policy and training standards) to all its employees.

Where competitive bidding is required pursuant to statute, rule or regulation, every bid made to the state or any public department or agency of the state must contain the following statement:

“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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.”

Bids that do not contain the certification will not be considered for award; provided however, that if the bidder cannot make the certification, the bidder shall provide a signed statement with their bid detailing the reasons why the certification cannot be made. After review and consideration of such statement, the Department may reject the bid or may decide that there are sufficient reasons to accept the bid without such certification.

Bidders are required to sign and submit the Sexual Harassment Prevention Certification form. If the bidder cannot make the certification then a signed statement must be submitted with the bid detailing the reasons why the certification cannot be made.

**ARTICLE 26 – Executive Order 177**

Executive Order No. 177, Prohibiting State Contracts with Entities that Support Discrimination, orders that New York State’s government will not do business with entities that promote or tolerate discrimination or infringement on the civil rights and liberties of New Yorkers. New York State is dedicated to ensuring that all individuals are treated equally, regardless of their age, race, creed, color, national origin, sexual orientation, gender identity, military status, sex, marital status, disability, or other protected basis. To that end, New York has enacted numerous laws, regulations, and policies, and will continue to aggressively enforce its strong protections against discrimination to the maximum extent allowable by law.

In order to comply with this order, the Contractor is required to complete the Executive Order No. 177 Certification which certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

**ARTICLE 27 - Executive Order No. 16**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found at <https://www.governor.ny.gov/executive-order/no-16-prohibiting-state-agencies-and-authorities-contracting-businesses-conducting>. The Executive Order remains in effect while sanctions against Russia imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations. As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership. Vendors responding to this solicitation are required to complete and submit the form entitled “Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia”.

## SECTION IV

### ***Supplementary Bidding Information and Requirements***

#### ***ARTICLE 1 - Location and Description of Project***

The Site Number of this project is 828016. The Project is located at 92 Dearcop Drive, Gates, New York, 14624. Access to the site is from the north end of Varian Lane and the north end of Dearcop Drive.

The project includes, but is not limited to, the following activities:

- Mobilization and demobilization of equipment and material to the site;
- Construction of a site access road;
- Site clearing and grubbing;
- Intermediate grading of the site to accommodate landfill cover and appropriate drainage;
- Installation of a landfill cover system;
- Installation of a gravel turnaround;
- Decommissioning of existing monitoring wells; and
- Site grading and restoration.

#### ***ARTICLE 2 - Department Representatives***

Designated Representative – Andrew Guglielmi, Director, Division of Environmental Remediation  
Division of Environmental Remediation, 12<sup>th</sup> floor, 625 Broadway, Albany, New York, 12233-7017;  
[Andrew.guglielmi@dec.ny.gov](mailto:Andrew.guglielmi@dec.ny.gov)

Section Chief – Benjamin Rung, Section Chief  
Division of Environmental Remediation, 12<sup>th</sup> floor, 625 Broadway, Albany, New York, 12233-7017;  
[Benjamin.rung@dec.ny.gov](mailto:Benjamin.rung@dec.ny.gov)

Project Manager – Alan Wong, P.E., Environmental Engineer  
Division of Environmental Remediation, 12<sup>th</sup> floor, 625 Broadway, Albany, New York, 12233-7017;  
[Alan.wong@dec.ny.gov](mailto:Alan.wong@dec.ny.gov)

Project Field Representative – Gregory Sutton, P.E., Civil Engineer  
Ecology and Environment Engineering and Geology, P.C., 40 La Riviere Drive, Suite 320, Buffalo,  
New York, 14202; [Greg.Sutton@wsp.com](mailto:Greg.Sutton@wsp.com)

Engineer - Ecology and Environment Engineering and Geology, P.C.  
40 La Riviere Drive, Suite 320, Buffalo, New York, 14202

#### ***ARTICLE 3 - Pre-Bid Conference***

A pre-Bid conference will be held on February 20, 2024, at the project site located at 92 Dearcop Drive, Gates New York, 14624, at the time of 11:00 AM Eastern Standard Time to view the Project area. The Pre-Bid Conference is held to discuss the requirements of the Bidding Documents, the



protocols for performing the work, the conditions existing at the work site, and to provide for visual inspection of the Site by Bidders. Bidders will be required to sign an attendance sheet to document their presence at the mandatory Pre-Bid Conference. **Department will accept Bids only from those bidders who attend the Pre-Bid Conference, attendance is mandatory as a condition of Bid.**

Attendees are encouraged to review COVID-19 Center for Disease Control (CDC) guidelines prior to attendance; current guidelines can be accessed at <https://www.cdc.gov/coronavirus/2019-ncov/prevent-getting-sick/prevention.html>

#### ***ARTICLE 4 - Additional Bid Submittals***

Experience in performance of the Scope of Work (SOW) and in accordance with Section III, Article 17, Paragraph 4, shall be demonstrated in writing and presented to the Department within five (5) days of Department's Notice of Apparent Low Bid per Section III, Article 5, (b).

Section III – Article 17 outlines the requirements for contractor experience in performance of the Scope of Work (SOW). For this contract, that experience shall be modified as follows:

The Bidder must have a minimum of three (3) years satisfactory experience in construction of the work to be performed. This experience must include the installation of landfill cover systems. Experience must also include the decommissioning of groundwater monitoring wells. For work to be deemed satisfactory, the work must have been performed with required oversight from a certified state, local or other municipal entity directing the work. The bidder cannot meet the minimum experience requirements through the use of subcontractor(s). The SOW for this contract does include the excavation, transportations, and handling of hazardous waste and contaminated soil/sediment on a limited scale; experience for this work can be met through the use of subcontractor(s).

#### ***ARTICLE 5 - Other Available Documents***

Documents and Reports associated with this Site can be found on the DECInfoLocator accessed through the [Environmental Remediation Database - Site No. 828016](#).

#### ***ARTICLE 6 - Subcontracting***

The maximum subcontracting allowed for this contract is thirty percent (30%) unless a higher percentage is approved by Department in writing.

#### ***ARTICLE 7 - Type of Schedule***

Contractor shall provide a Critical Path Method (CPM) type of schedule as described in Section X, Section 01 32 16 – "Progress Schedule".

#### ***ARTICLE 8 - Wage Rates***

The Department requires, for the work under this contract, that the Contractor and its subcontractor pay at least the prevailing wage rate and pay or provide the prevailing supplements, including premium rates for overtime pay, as issued by the State Labor Department. The current



wage rates are included within the contract documents, Section XIII – Wage Rates and Associated Contract Requirements.

The Contractor is responsible for any additional costs related to new determinations of the wage rates. The annual determination of the prevailing rates of wages and supplements are usually published on May 31<sup>st</sup> of each year and are in effect July 1<sup>st</sup> through June 30<sup>th</sup>. New determinations will supersede the original schedule or any prior issued annual determination. Any rate change from a previously issued determination becomes effective July 1<sup>st</sup>, regardless of whether the new determination has been received by the Contractor.

Every contractor and subcontractor shall submit to the Engineer within thirty days after issuance of its first payroll, and every thirty days thereafter, a transcript of the original payroll records, subscribed and affirmed as true under penalty of perjury, as provided by Article 8, Section 220, of the NYS Labor Law. The Engineer shall receive and maintain such payroll records. The original payrolls and transcripts must be preserved for three (3) years from the date of completion of the project. The current prevailing wage rate schedule must be posted in a prominent and accessible place on the site of the public work project.

#### **ARTICLE 9 – Bid Protest Guidelines**

The intent and purpose of these guidelines is to set forth the procedure to be utilized when an interested party challenges a contract bid award solicited by the Division of Environmental Remediation and routed to the Office of the State Comptroller (OSC) for approval pursuant to the provisions of Section 112 of the State Finance Law.

The protestor is responsible for complying with the restrictions on “contacts” under the Procurement Lobbying Law (State Finance Law, Section 139-j). All protests must be submitted to the Designated Department Contact listed in the Contract Documents.

1. The bid protest must be submitted within ten (10) Business days of the Department’s Notification of Intent to Award letter being sent to the apparent low bidder.
2. The bid protest must be submitted in writing and must contain specific factual and/or legal allegations setting forth the basis on which the protesting party challenges the contract award. The notice of protest must be filed by the signatory of the bid or by an attorney representing the bidder. Any filing deadlines may be waived by the Department at its own discretion.
3. The Designated Department Contact will promptly submit the notice of protest, a bid protest summary and relevant bid documents to the Division of Management and Budget Services and the Office of General Counsel (OGC).
4. Once the formal notice of protest is filed, the Department, at its sole discretion, may continue or suspend the contract award process until the protest is resolved and a final Department determination is made.
5. As set forth in Section III, Article 17, of the Contract Documents, the Department reserves the right to reject any and all bids, to waive any and all informalities or irregularities, to disregard all nonconforming, nonresponsive, or conditional Bids, or to re-advertise for bids.”

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## SECTION V

### ***Bid Forms and Acknowledgements***

#### ***ARTICLE 1(a) - Contract Bid Form and Acknowledgment for Dearcop Farm Soil Consolidation and Cover System project.***

The Bidder hereby declares that either personally or through authorized representative(s), Bidder has carefully examined all Bidding Documents and has personally or through authorized representative(s) inspected the actual location of the work, together with the local sources of supply; and understands all terms and conditions of Bidding Documents. Bidder further understands that in signing this Bid, the right to plead any misunderstanding regarding the same is waived.

Pursuant to and in compliance with the Bidding Documents, the Bidder hereby offers to furnish all labor, materials, supplies, equipment and other facilities and appurtenances, necessary or proper for, or incidental to, the construction and completion of this Contract, as required by and in strict compliance with the applicable provisions of all Contract Documents, for the following unit and/or lump sum prices.

The undersigned shall meet the required submittal time periods listed in Section III - Bidding Information and Requirements, Article 5 - Required Bid Submittals.

The undersigned hereby designates the following office as the office to which such Notice of Intent to Award and Notice of Award may be emailed, mailed, or delivered:

Attention:	
Company Name:	
Street Address:	
City, State, Zip (+4):	
Email Address:	
Phone Number:	

**BID**  
**New York State Department of Environmental Conservation**

**Dearcop Farm Site**  
**Dearcop Farm Soil Consolidation and Cover System**  
**Site Number: 828016**  
**Gates, Monroe County**

<i>Payment Item Number</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
				<i>Words</i>	<i>Figures</i>	
LS-1	Mobilization and Demobilization	LS	1			
LS-2	Surveying	LS	1			
LS-3	Construction Water Management	LS	1			
LS-4	Clearing and Grubbing	LS	1			
LS-5	Culvert Cleaning	LS	1			
UP-1	Provide Temporary Services	Calendar Days	124			
UP-2	Implement and Maintain the Health and Safety Services	Calendar Days	139			
UP-3	Grading of Landfill Cover Area to Intermediate Grades	SY	22,603			
UP-4	Common Fill	CY	11,249			
UP-5	Topsoil	CY	3,764			

<i>Payment Item Number</i>	<i>Description</i>	<i>Unit</i>	<i>Estimated Quantity</i>	<i>Unit or Lump Sum Price</i>		<i>Total Amount (\$)</i>
				<i>Words</i>	<i>Figures</i>	
UP-6	Type 2 Run of Crusher Stone	CY	242			
UP-7	Restoration	SY	37,171			
UP-8	Fencing	LF	925			
UP-9	Monitoring Well Decommissioning	LF	323			
<p><b>GRAND TOTAL BID: \$</b> _____ <i>(Price in figures)</i></p>						

**Key:**

- LS = Lump Sum
- SY = Square Yards
- CY = Cubic Yards
- LF = Linear Feet

\_\_\_\_\_  
*Contractor Authorized Representative*

\_\_\_\_\_  
*Contractor Name*

\_\_\_\_\_  
*Date*



**ARTICLE 1(b) Bidder's/Proposer's Certification (Page 1 of 2)**

**Non-Collusive Bidding and Nondiscrimination in Employment in Northern Ireland MacBride Fair Employment Principles and State Ethics Law Principles and Procurement Lobbying Law**

**BY SUBMISSION OF THIS BID/PROPOSAL, AND BY SIGNING HEREUNDER THE BIDDER/ PROPOSER, AND EACH PERSON SIGNING ON BEHALF OF SUCH PARTY CERTIFIES, AND IN THE CASE OF A JOINT BID/PROPOSAL, EACH PARTY THERETO CERTIFIES AS TO ITS OWN ORGANIZATION, UNDER PENALTY OF PERJURY, THAT TO THE BEST OF HIS/HER KNOWLEDGE AND BELIEF:**

**A. Non Collusion, State Finance Law §139-d**

- 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.

**B. MacBride Fair Employment Principles, State Finance Law §165(5)**

- 1) it or any individual or legal entity in which the Bidder/Proposer holds a ten-percent (10%) or greater ownership interest, or any individual or legal entity that holds a 10% or greater ownership in the Bidder/Proposer, either: (answer yes or no to one or both of the following, as applicable).

- 2) Has business operations in Northern Ireland:

Yes  or No  (check answer) If yes, complete #3

- 3) Shall take lawful steps in good faith to conduct any business operations that it has in Northern Ireland in accordance with the MacBride Fair Employment Principles relating to non-discrimination in employment and freedom of workplace opportunity, regarding such operations in Northern Ireland and shall permit independent monitoring of its compliance with such Principles.

Yes  or No  (check answer)

**C. State Ethics Law Provision**

By submittal of this bid, the undersigned hereby certifies, for and on behalf of the bidder, that he is familiar with the following provisions of the State Ethics Law provisions applicable to post employment restrictions affecting former state employees: POL §73(8)(a)(i) the two year ban, and §73(8)(a)(ii), the life time bar, and that submittal of this bid is not in violation of either provision, and that no violation will occur by entering into a contract or in performance of the contractual services, and further that the bidder recognizes that the Department may rely upon this certification.

Except as follows: (attach information if needed)

**ARTICLE 1(b) Bidder's/Proposer's Certification (Page 2 of 2)**

(Bidder/Proposer is to make full disclosure of any circumstances which could affect its ability to perform in complete compliance with the cited laws. Any questions as to the applicability of these provisions should be addressed to the New York State Joint Commission on Public Ethics, 540 Broadway, Albany, NY 12207 or by phone (518) 408-3976.

**D. Procurement Lobbying Affirmation**

The Undersigned affirms that it understands and agrees to comply with the procedures of the New York State Department of Environmental Conservation relative to permissible contacts as required by State Finance Law §139-j (3) and §139-j (6) (b).

\_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature, Date



***ARTICLE 1(c) – Bid Security (Page to Attach)***

If Bid Security is a Bid Bond, use Bid Bond form and provide certified power of attorney.

**ARTICLE 1(d) - Bid Bond**

Know all persons by these presents, that we, the undersigned \_\_\_\_\_, as Principal, and \_\_\_\_\_, as Surety, are hereby held and firmly bound unto New York State Department of Environmental Conservation in the penal sum of \_\_\_\_\_ for the payment of which, will and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors and assigns. Signed this \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

The condition of the above obligation is such that whereas the Principal has submitted to New York State Department of Environmental Conservation certain Bid, attached hereto and hereby made a part hereof to enter into a contract in writing, for the Dearcop Farm Site, Dearcop Farm Soil Consolidation and Cover System, Contract No: D012980, Site No: 828016

**Now, Therefore**

- a) If said Bid shall be rejected, or in the alternate,
- b) If said Bid shall be accepted and the principal shall execute and deliver a contract in the Form of Contract attached hereto (properly completed in accordance with said Bid) and shall furnish a bond for the faithful performance of said contract, and for the payment of all persons performing labor or furnishing materials in connection therewith, and shall in all other respects perform the agreement created by the acceptance of said Bid.

Then this obligation shall be void, otherwise the same shall remain in force and effect; it being expressly understood and agreed that the liability of the Surety for any and all claims hereunder shall, in no event, exceed the penal amount of this obligation as herein stated.

The Surety, for value received, hereby stipulates and agrees that the obligation of said Surety and its bond shall be in no way impaired or affected by any extension of the time within which the Owner may accept such Bids; and said Surety does hereby waive notice of any such extension.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

**Corporate Seal(s) – Principal & Surety**  
(If no seal, write “No Seal” and sign)

**By** \_\_\_\_\_  
Principal (Print Name and Title)

\_\_\_\_\_  
Principal (Signature and Date)

**By** \_\_\_\_\_  
Surety (Print Name and Title)

\_\_\_\_\_  
Surety (Signature and Date)

**- ACKNOWLEDGMENT BY SURETY COMPANY -**

State of )  
s.s.:  
County of )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ before me personally came \_\_\_\_\_ to me known, who being by me duly sworn, did depose and say that he/she resides in \_\_\_\_\_(city, state), that he/she is the \_\_\_\_\_ (title) of \_\_\_\_\_(firm), the corporation described in and which executed the within instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by the order of the Board of Directors of said corporation and that he/she signed his/her name thereto by like order; and that the liabilities of said company do not exceed its assets as ascertained in the manner provided by the laws of the State of New York.

(Seal)

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

**- ACKNOWLEDGMENT BY PRINCIPAL -**

State of )  
s.s.:  
County of )

On the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me, the undersigned notary public, personally appeared \_\_\_\_\_, known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose names(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

(Seal)

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

**ARTICLE 1(e) - Offerer Disclosure of Prior Non-Responsibility Determinations**  
**(Page 1 of 2)**

Name of Individual or Entity Seeking to Enter into the Procurement Contract:

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

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

Name and Title of Person Submitting this Form:

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

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

Contract Procurement Number: D012980

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

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years?

Yes  No  (If yes, answer questions 2.– 4., if no, go to question 5.)

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?

Yes  No

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity?

Yes  No

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below.

Governmental Entity: \_\_\_\_\_

Date of Finding of Non-responsibility: \_\_\_\_\_

Basis of Finding of Non-Responsibility: Provide details under separate cover, endorse, date and provide marked as Supplement to Article 1(e).

**ARTICLE 1(e) - Offerer Disclosure of Prior Non-Responsibility Determinations  
(Page 2 of 2)**

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

Yes  No  (If yes, provide details below.)

Governmental Entity: \_\_\_\_\_

Date of Termination or Withholding of Contract: \_\_\_\_\_

Basis of Termination or Withholding: Provide details under separate cover, endorse, date and provide marked as Supplement to Article 1(e).

**Offerer Certification:**

Offerer certifies that all information provided to the New York State Department of Environmental Conservation with respect to State Finance Law §139-k is complete, true and accurate.

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

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

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

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

**This form must be signed by an authorized executive or legal representative and returned with the bid/proposal.**

**ARTICLE 1(f) – Vendor Assurance of No Conflict of Interest or Detrimental Effect  
(Page 1 of 2)**

The Firm offering to provide services pursuant to this Procurement/Contract, as a contractor, joint venture contractor, subcontractor, or consultant, attests that its performance of the services outlined in this Procurement/Contract does not and will not create a conflict of interest with nor position the Firm to breach any other contract currently in force with the State of New York.

Furthermore, the Firm attests that it will not act in any manner that is detrimental to any State project on which the Firm is rendering services. Specifically, the Firm attests that:

1. The fulfillment of obligations by the Firm, as proposed in the response, does not violate any existing contracts or agreements between the Firm and the State;
2. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not create any conflict of interest, or perception thereof, with any current role or responsibility that the Firm has with regard to any existing contracts or agreements between the Firm and the State;
3. The fulfillment of obligations by the Firm, as proposed in the response, does not and will not compromise the Firm's ability to carry out its obligations under any existing contracts between the Firm and the State;
4. The fulfillment of any other contractual obligations that the Firm has with the State will not affect or influence its ability to perform under any contract with the State resulting from this Procurement;
5. During the negotiation and execution of any contract resulting from this Procurement, the Firm will not knowingly take any action or make any decision which creates a potential for conflict of interest or might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
6. In fulfilling obligations under each of its State contracts, including any contract which results from this Procurement, the Firm will act in accordance with the terms of each of its State contracts and will not knowingly take any action or make any decision which might cause a detrimental impact to the State as a whole including, but not limited to, any action or decision to divert resources from one State project to another;
7. No former officer or employee of the State who is now employed by the Firm, nor any former officer or employee of the Firm who is now employed by the State, has played a role with regard to the administration of this contract procurement in a manner that may violate section 73(8)(a) of the State Ethics Law; and

**ARTICLE 1(f) – Vendor Assurance of No Conflict of Interest or Detrimental Effect  
(Page 2 of 2)**

8. The Firm has not and shall not offer to any employee, member or director of the State any gift, whether in the form of money, service, loan, travel, entertainment, hospitality, thing or promise, or in any other form, under circumstances in which it could reasonably be inferred that the gift was intended to influence said employee, member or director, or could reasonably be expected to influence said employee, member or director, in the performance of the official duty of said employee, member or director or was intended as a reward for any official action on the part of said employee, member or director.

Firms responding to this Procurement/Contract should note that the State recognizes that conflicts may occur in the future because a Firm may have existing or new relationships.

The State will review the nature of any such new relationship and reserves the right to terminate the contract for cause if, in its judgment, a real or potential conflict of interest cannot be cured.

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

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

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

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

**This form must be signed by an authorized executive or legal representative and returned with the bid/proposal.**

**ARTICLE 1(g) - Sexual Harassment Prevention Certification Form**

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 the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

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

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

Print Name and Title: \_\_\_\_\_

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

---

If the above certification cannot be made, the bidder must submit a signed statement below detailing the reasons why the certification cannot be made.

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

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

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

Print Name and Title: \_\_\_\_\_

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



**ARTICLE 1(h) - Certification Under Executive Order No. 16 Prohibiting State Agencies and Authorities from Contracting with Businesses Conducting Business in Russia**

Executive Order No. 16 provides that “all Affected State Entities are directed to refrain from entering into any new contract or renewing any existing contract with an entity conducting business operations in Russia.” The complete text of Executive Order No. 16 can be found [here](#).

The Executive Order remains in effect while sanctions imposed by the federal government are in effect. Accordingly, vendors who may be excluded from award because of current business operations in Russia are nevertheless encouraged to respond to solicitations to preserve their contracting opportunities in case the sanctions are lifted during a solicitation or even after award in the case of some solicitations.

As defined in Executive Order No. 16, an “entity conducting business operations in Russia” means an institution or company, wherever located, conducting any commercial activity in Russia or transacting business with the Russian Government or with commercial entities headquartered in Russia or with their principal place of business in Russia in the form of contracting, sales, purchasing, investment, or any business partnership.

Is Vendor an entity conducting business operations in Russia, as defined above? Please answer by checking one of the following boxes:

- 1. No, Vendor does not conduct business operations in Russia within the meaning of Executive Order No. 16.
- 2.a. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but has taken steps to wind down business operations in Russia or is in the process of winding down business operations in Russia. (Please provide a detailed description of the wind down process and a schedule for completion.)
- 2.b. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16 but only to the extent necessary to provide vital health and safety services within Russia or to comply with federal law, regulations, executive orders, or directives. (Please provide a detailed description of the services being provided or the relevant laws, regulations, etc.)
- 3. Yes, Vendor conducts business operations in Russia within the meaning of Executive Order No. 16.

The undersigned certifies under penalties of perjury that they are knowledgeable about the Vendor’s business and operations and that the answer provided herein is true to the best of their knowledge and belief

**Vendor Name (legal entity):** \_\_\_\_\_

**By (signature):** \_\_\_\_\_

**Name:** \_\_\_\_\_ **Title:** \_\_\_\_\_

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

**ARTICLE 2(a) - Statement of Surety's Intent**

To: **New York State Department of Environmental Conservation**

We have reviewed the Bid of:

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

Having its place of business at:

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

For the Project:

\_\_\_\_\_

Bids for which will be received on \_\_\_\_\_ (Bid Opening Date) and wish to advise that should this Bid of Contractor be accepted and the Contract awarded to Contractor, it is our present intention to become surety on the Performance Bond and Labor and Material Payment Bond required by the Contract.

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

We, the undersigned, are duly licensed to do business in the State of New York.

**Attest, and Attach Power of Attorney:**

**Corporate Seal**

(If no seal, write "No Seal" and sign)

\_\_\_\_\_ **Surety Name, Title**

\_\_\_\_\_ **Surety's Authorized Signature(s), Date**

\_\_\_\_\_ **Telephone Number and email address for Bonding Company**

\_\_\_\_\_ **Telephone Number and email address for Bonding Broker**

**ARTICLE 2 (b) - Instructions for Completing the New York State Vendor Responsibility Questionnaire CCA-2**

- Please Read Before Completing Questionnaire -

Contractors must submit a Vendor Responsibility Questionnaire CCA-2 form after being announced the low bidder for any competitively bid contract of \$10,000 or more, or when proposed for subcontract work valued at \$10,000 or more. The Department may require additional information deemed necessary for its review.

Contractors are invited to file the required Vendor Responsibility Questionnaire online via the New York State VendRep System or may choose to complete and submit a paper questionnaire. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at: <http://www.osc.state.ny.us/vendrep/systeminit.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>. For direct VendRep System user assistance, the Office of the State Comptroller's Help Desk may be reached at 866-370-4672 or 518-408-4672 or by email at [helpdesk@osc.state.ny.us](mailto:helpdesk@osc.state.ny.us). Contractors opting to file a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or contact the Office of the State Comptroller's Help Desk.

The enrollment process in the VendRep System can take several days. Contractors are encouraged to enroll prior to submitting bids to ensure meeting the timeframes for certification.

Contractors electing to file the Vendor Responsibility Questionnaire online shall certify to the Department, via a letter, within the timeframe designated in the Instructions to Bidders, that the questionnaire has been updated. The Contractor will be able to supply any additional information requested by the Department, by updating the online questionnaire and notifying the Department via letter, that it has been recertified.

Throughout the contract term, the Contractor is required to notify the Department in writing of any changes in Contractor's vendor responsibility disclosure related to the Contractor commencing bankruptcy proceedings; filings against the Contractor for relief under bankruptcy; Contractor making general assessment for benefit of creditors; a Court appointing a party to take charge of the Contractor's property; Contractor's inability to pay debts; or the Contractor being found in violation of laws and regulations of any public body having jurisdiction.

If the Contractor elects to file a paper copy directly with the Department, a completed original CCA-2 Form must be submitted within the timeframe designated in the Instructions to Bidders. Submit completed questionnaires marked "**CONFIDENTIAL**" to:

NYS Department of Environmental Conservation  
Division of Environmental Remediation  
Alan Wong, Project Manager  
625 Broadway, 12<sup>th</sup> Floor  
Albany, New York 12233-7017

**ARTICLE 3(a) - Instructions for Insurance**

Please refer to Contract Documents Section VIII, Article 4, and any Addenda if applicable, for the types and amounts of insurance required for this contract, as well as the necessary forms and endorsement requirements.

Bidders should:

1. Request that your insurance provider note the Department's specific contract number D012980 in the Description of Operations box on the ACORD form.
2. List the following address on the Workers' Compensation and Disability Benefits Certificates as Entity Requesting Proof of Coverage and on the ACORD forms and endorsements as the Certificate Holder:

State of New York and the NYS Department of Environmental Conservation  
Division of Environmental Remediation, Remedial Bureau E  
Alan Wong, Project Manager  
625 Broadway, 12<sup>th</sup> Floor  
Albany, NY 12233-7017

3. Submit all required insurance certificates and applicable endorsements to the following address:

New York State Department of Environmental Conservation  
Division of Environmental Remediation, Remedial Bureau E  
Alan Wong, Project Manager  
625 Broadway, 12<sup>th</sup> Floor  
Albany, NY 12233-7017

**ARTICLE 3(b) - Instruction for Performance Bond and Labor and Material Payment Bond**

- 1) The performance bond and the labor and material payment bond are to be only submitted by the bidder who receives the Notice of Intent to Award letter from Department.
- 2) Use the forms that are included in the Contract Documents. **DO NOT RETYPE THE FORMS.**
- 3) Attach a **SEPARATE** certified power of attorney and surety financial statement to **EACH** bond (i.e., one set attached to performance bond and one set attached to labor and material payment bond)
- 4) Performance Bond and Labor and Materials Payment Bond must be secured by the surety and notarized within three (3) days of the date the Contractor signs the agreement.

**ARTICLE 3(c) - Performance Bond (page 1 of 3)**

**Date Bond Executed:** \_\_\_\_\_

**NYSDEC-DER Site Number:** \_\_\_\_\_

**Date Contract Executed by Principal:** \_\_\_\_\_

**Principal:** (Name and Address)

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

**Surety** (Name and Address - Indicate State of incorporation and location of principal office)

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

**Full and Just Sum of Bond**

(Express in Words)

\_\_\_\_\_

(Express in Numbers)

**Know all persons by these presents**, that we, the **Principal** and **Surety**, above named, are held and firmly bound unto the New York State Department of Environmental Conservation for and on behalf of the People of the State of New York, hereinafter called the Department, in full and just sum of the amount stated above, good and lawful money of the United States of America, to the payment of which said sum, well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

**Whereas**, the **Principal** has entered into a certain written contract with the Department, covering the project and specification above;

**Now, Therefore**, the condition of this obligation is such, that if the **Principal** shall well, truly and faithfully comply with and perform all of the terms, covenants and conditions of said contract on their (his, its) part to be kept and performed, according to the true intent and meaning of said contract, and shall protect the Department and the People of the State of New York against, and pay any and all amounts, damages, costs and judgments which may or shall be recovered against the Department or the State of New York may be called upon to pay to any person or corporation by reason of any damages arising or growing out of the doing of said work, or the repair or maintenance thereof, or the manner of doing the same, or the neglect of the **Principal**, or their (its) agents or servants, or the improper performance of the work by the **Principal**, or their (its) agents or servants, or the infringement of any patent or patent rights by reason of the use of materials furnished or work done as aforesaid or otherwise, then this obligation shall be null and void, otherwise to remain in full force and virtue.

**ARTICLE 3(c) - Performance Bond (page 2 of 3)**

And the **Surety**, for value received, hereby stipulates and agrees, if requested to do so by the department to fully perform and complete the work mentioned and described in the contract and specifications, pursuant to the terms, conditions and covenants thereof, if for any cause, the **Principal** fails or neglects to so fully perform and complete the work; and the **Surety** further agrees to commence the work of completion within twenty days after notice thereof from the Department, and to complete the work with all due diligence.

And the **Surety**, for value received hereby stipulates and agrees that no change, extension, alteration or addition to the terms of this contract or specifications, accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension, alteration or addition.

**In Testimony Whereof**, the **Principal**, and the authorized officers of the **Surety** have caused this instrument to be signed and sealed on the date shown above.

Signed, sealed and delivered in the presence of:

Corporate Seal of Principal (if a Corporation)

\_\_\_\_\_  
Principal Organization

By \_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature, Date

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Business Address

By \_\_\_\_\_  
Print Name, Title

Corporate Seal of Surety Company

\_\_\_\_\_  
Signature, Date

Attest \_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature, Date





**ARTICLE 3(d) - Labor and Material Payment Bond (page 1 of 3)**

**Date Bond Executed:** \_\_\_\_\_

**NYSDEC-DER Site Number:** \_\_\_\_\_

**Date Contract Executed By Principal:** \_\_\_\_\_

**Principal:** (Name and Address)

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

**Surety** (Name and Address - Indicate State of incorporation and location of principal office)

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

**Full and Just Sum of Bond**

(Express in Words)

\_\_\_\_\_

(Express in Numbers)

**Know all persons by these presents, That We,** the **Principal** and the **Surety** above named, are held and firmly bound unto the Department of Environmental Conservation for and on behalf of the People of the State of New York, in full and just sum of the amount stated above, good and lawful money of the United States of America, to the payment of which said sum, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

**Whereas,** the **Principal** has entered into a certain written contract with the Department of Environmental Conservation, covering the project and specification indicated above.

**Now, Therefore,** the condition of this obligation is such, that if the **Principal** shall promptly pay all moneys due to all persons furnishing labor and materials to him or his subcontractors in the prosecution of the work provided for in the contract, then this obligation shall be void, otherwise to remain in full force and effect;

Provided, however, that the Comptroller of the State of New York having required the **Principal** to furnish this bond in order to comply with the provisions of Section 137 of the State Finance Law, all rights and remedies on this bond shall inure solely to such persons and shall be determined in accordance with the provisions, conditions and limitations of said Section to the same extent as if they were copied at length herein; and

**ARTICLE 3(d) - Labor and Material Payment Bond (page 2 of 3)**

Further, provided, that the place of trial of any action on this bond shall be in the county in which the contract was to be performed, or if the contract was to be performed in more than one county, then in any such county, and not elsewhere.

**In Testimony Whereof**, the **Principal** and the authorized officers of the **Surety** have caused this instrument to be signed and sealed on the date shown above.

Signed, sealed and delivered in the presence of:

\_\_\_\_\_  
Principal Organization

Corporate Seal of Principal (if a Corporation)

By \_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature, Date

\_\_\_\_\_  
Surety

\_\_\_\_\_  
Business Address

By \_\_\_\_\_  
Print Name, Title

Corporate Seal of Surety Company

\_\_\_\_\_  
Signature, Date

Attest \_\_\_\_\_  
Print Name, Title

\_\_\_\_\_  
Signature, Date



**ARTICLE 3(e) – SDVOB Utilization Plan**

Contractor must submit a Service-Disabled Veteran-Owned Business (SDVOB) Utilization Plan after being issued a Notice of Intent to Award in accordance with Section III, Article 5(c). Quarterly reporting is required throughout the term of the contract.

For additional information regarding the SDVOB Utilization Plan and quarterly reporting including information on how to obtain the forms, the contractor should contact the Department's SDVOB lead at:

SDVOB Program Lead  
Bureau of Contract and Grant Development  
New York State Department of Environmental Conservation  
625 Broadway, 10<sup>th</sup> Floor  
Albany, NY 12233-1080

Phone: 518-402-9240

Email: [sdvob@dec.ny.gov](mailto:sdvob@dec.ny.gov)

New York State Office of General Services (OGS) oversees the NYS SDVOB program. For information regarding the SDVOB program including Events, forms, and the online search directory please visit:

<https://ogs.ny.gov/veterans>

# SDVOB UTILIZATION PLAN

Initial Plan     Revised plan    Contract/Solicitation # \_\_\_\_\_

**INSTRUCTIONS:** This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS Certified Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		SDVOB Goals In Contract
Bidder/Contractor Name:	NYS Vendor ID:	%
Bidder/Contractor Address (Street, City, State and Zip Code):		
Bidder/Contractor Telephone Number:	Contract Work Location/Region:	
Contract Description/Title:		

CONTRACTOR INFORMATION			
Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
Email Address:			

***If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.***

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			

FOR DEC USE ONLY			
DEC Authorized Signature:	<input type="checkbox"/> Accepted	<input type="checkbox"/> Accepted as Noted	<input type="checkbox"/> Notice of Deficiency
NAME (Please Print):	SDVOB %/\$ _____	Date Received:	Date Processed:
Comments:			

**NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION:** The directory of New York State Certified SDVOBs can be viewed at: <https://online.ogs.ny.gov/SDVOB/search>  
**Note: All listed Subcontractors/Suppliers will be contacted and verified by DEC.**

# ADDITIONAL SHEET

Bidder/Contractor Name:		Contract/Solicitation # _____	
SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:		Federal Identification No.:	Telephone No.:
Address:		Email Address:	
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____%			

Please document all good faith efforts to date and detail any ongoing good faith efforts below:

**ARTICLE 3(f) - MWBE-EEO Utilization Plan and Work Force Utilization**

Contractors must use the New York State Contract System (NYSCS) for all MWBE payment reporting. <https://ny.newnycontracts.com/>. Contractors must submit the MWBE Utilization Plan after being issued Notice of Intent to Award in accordance with Article 5c. of Section III. MWBE Utilization Plan must be submitted via the NYSCS. MWBE reporting is required throughout the term of the contract. The NYSCS will notify contractors when to log in to review and record the details for the Compliance Audits ("subcontractor payments"). Contractors will receive monthly MWBE compliance email notifications ("audit notices") directing them to log in to the NYSCS to report their subcontractor payments for the preceding month.

Contractors must complete and submit a DEC Equal Employment Opportunity Policy Statement.

Contractors must complete and submit an EEO Staffing Plan form.

Contractors and all subcontractors must submit a completed EEO Workforce Utilization Report on a quarterly basis via the NYSCS.

For more information regarding MWBE compliance and reporting guidelines, and to download required forms, please visit <https://www.dec.ny.gov/about/61016.html#MWBE>. For additional support, you may reach out to the MWBE Compliance Unit directly by contacting [mwbe@dec.ny.gov](mailto:mwbe@dec.ny.gov)

NYS Department of Environmental Conservation  
Division of Management and Budget Services  
DEC MWBE Compliance Unit

[Mwbe@dec.ny.gov](mailto:Mwbe@dec.ny.gov)  
625 Broadway, 10<sup>th</sup> Floor  
Albany, New York 12233-5028  
Phone: (518) 402-9240  
Fax: (518) 402-9023

***M/WBE Directory on the Internet***

Empire State Development has put the Minority and Women-Owned Business Directory on the Internet. The Internet address is <https://ny.newnycontracts.com/FrontEnd/searchcertifieddirectory.asp>. Support will be available from 9:00 a.m. to 5:00 p.m., Monday through Friday, except for NYS holidays. If assistance is needed, call (855)-ESD-4MWBE or (855)-373-4692.



**NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION (DEC)  
MWBE & SDVOB EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT**

I, \_\_\_\_\_, the (awardee/vendor) agree to adopt the following policies with respect to contract # \_\_\_\_\_.

**NON-DISCRIMINATION & EQUAL EMPLOYMENT OPPORTUNITY POLICY**

- a) This organization will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce on state contracts.
- b) This organization shall state in all solicitations or advertisements for employees, that under the performance of this contract all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.
- c) At the request of the Empire State Development (ESD), this organization shall require each employment agency, labor union, or authorized representative not discriminate on the basis of race, creed, color, national origin, sex, age, disability, or marital status and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.
- d) The organization shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. The organization and its sub-vendors 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 regarding non-discrimination based on prior criminal conviction and prior arrest.
- e) The organization will include the provisions of sections (a) through (d) of this agreement in every subcontract in such a manner that the requirements of:





**MWBE**

This organization will and will cause its contractors and subcontractors to make good faith efforts to achieve the MWBE contract participation goals set by the state for that area in which the state-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified state certified MBEs or WBEs, including solicitations to MWBE contractor associations.
2. Request a list of state certified MWBEs from the DEC and solicit bids from them directly.
3. Ensure that plans, specifications, request for proposals, and other documents used to secure bids will be made available in sufficient time for review by prospective MWBEs.
4. Where feasible, divide the work into smaller portions to enhanced participation by MWBEs.
5. Document and maintain records of bid solicitations, including those to MWBEs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting MWBE contract participation goals.
6. Ensure that payments to MWBEs are made on a timely basis so that undue financial hardship is avoided.

**SDVOB**

This organization will and will cause its contractors and subcontractors to make good faith efforts to achieve the SDVOB contract participation goals set by the state for that area in which the State-funded project is located, by taking the following steps:

1. Actively and affirmatively solicit bids for contracts and subcontracts from qualified state certified SDVOBs, including solicitations to contractor associations.
2. Request a list of State-certified SDVOBs from the DEC and solicit bids from them directly
3. Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective SDVOBs.
4. Where feasible, divide the work into smaller portions to enhanced participations by SDVOBs.
5. Document and maintain records of bid solicitations, including those to SDVOBs and the results thereof. Contractor will also maintain records of actions that its subcontractors have taken toward meeting SDVOB contract participation goals.
6. Ensure that progress payments to SDVOBs are made on a timely basis so that undue financial hardship is avoided.

As an authorized representative of (Legal Name of Firm), \_\_\_\_\_,  
I (Name of Individual) \_\_\_\_\_, agree that (Legal Name of Firm) \_\_\_\_\_  
will abide by the above MWBE and SDVOB Equal Opportunity Policy Statement for the term of  
the contract.

*Below for DEC use only.*

NYS DEC Authorized Representative: \_\_\_\_\_ Title: \_\_\_\_\_  
Date: \_\_\_\_\_



### STAFFING PLAN

Please see instructions on page 2.

<b>Contract Number:</b>	<b>Reporting Entity:</b>	<b>Report includes Contractor's/Subcontractor's:</b> <input type="checkbox"/> Workforce to be utilized on this contract <input type="checkbox"/> Total workforce
<b>Contractor's Name:</b>		<input type="checkbox"/> Offeror
<b>Contractor's Address:</b>		<input type="checkbox"/> Subcontractor <b>Subcontractor's name</b> _____

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Workforce	Workforce by Gender			Workforce by Race/Ethnic Identification																				
		Total	Total	Total	White			Black			Hispanic			Asian			Native American			Disabled			Veteran		
		Male	Female	X																					
		(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)	(M)	(F)	(X)
Officials/Administrators																									
Professionals																									
Technicians																									
Sales Workers																									
Office/Clerical																									
Craft Workers																									
Laborers																									
Service Workers																									
Temporary /Apprentices																									
Totals																									

<b>PREPARED BY (Signature):</b>	<b>TELEPHONE NO.:</b>	<b>DATE:</b>
	<b>EMAIL ADDRESS:</b>	
<b>NAME AND TITLE OF PREPARER (Print or Type):</b>		<b>Submit completed with bid or proposal MWBE 101 (Rev 01/2023)</b>

**General instructions:** All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (MWBE 101) and submit it as part of the bid or proposal package. Where the workforce to be utilized in the performance of the State contract can be separated out from the contractor's and/or

subcontractor's total workforce, the Offeror shall complete this form only for the anticipated workforce to be utilized on the State contract. Where the workforce to be utilized in the performance of the State contract cannot be separated out from the contractor's and/or subcontractor's total workforce, the Offeror shall complete this form for the contractor's and/or subcontractor's total workforce.

**Instructions for completing:**

1. Enter the Solicitation number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate workforce to be utilized on the contract or the Offerors' total workforce.
4. Enter the total workforce by EEO job category.
5. Break down the anticipated total workforce by gender and enter under the heading 'Workforce by Gender'
6. Break down the anticipated total workforce by race/ethnic identification and enter under the heading 'Workforce by Race/Ethnic Identification'. Contact the OMWBE Permissible contact(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the anticipated workforce under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

**RACE/ETHNIC IDENTIFICATION**

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this form, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- **WHITE:** (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- **BLACK:** a person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- **HISPANIC:** a person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- **ASIAN & PACIFIC ISLANDER:** a person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent or the Pacific Islands.
- **NATIVE INDIAN (NATIVE AMERICAN/ ALASKAN):** a person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

**OTHER CATEGORIES**

- **DISABLED INDIVIDUAL:** any person who:
  - has a physical or mental impairment that substantially limits one or more major life activity(ies)
  - has a record of such an impairment; or
  - is regarded as having such an impairment.
- **VIETNAM ERA VETERAN:** a veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- **GENDER:** Male, Female, or X

***ARTICLE 3 (g) – Authorizing Resolution***

The Contractor is required to submit an Authorizing Resolution stating that a certain individual has the authority to sign the Contract on behalf of the firm.

**ARTICLE 3(h) – Executive Order No. 177 Certification**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics.

The Human Rights Law may also require reasonable accommodation for persons with disabilities and pregnancy-related conditions. A reasonable accommodation is an adjustment to a job or work environment that enables a person with a disability to perform the essential functions of a job in a reasonable manner. The Human Rights Law may also require reasonable accommodation in employment on the basis of Sabbath observance or religious practices.

Generally, the Human Rights Law applies to:

- all employers of four or more people, employment agencies, labor organizations and apprenticeship training programs in all instances of discrimination or harassment;
- employers with fewer than four employees in all cases involving sexual harassment; and,
- any employer of domestic workers in cases involving sexual harassment or harassment based on gender, race, religion or national origin.

In accordance with Executive Order No. 177, the Bidder hereby certifies that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law. Executive Order No. 177 and this certification do not affect institutional policies or practices that are protected by existing law, including but not limited to the First Amendment of the United States Constitution, Article 1, Section 3 of the New York State Constitution, and Section 296(11) of the New York State Human Rights Law.

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

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

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

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

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

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## SECTION VI

### Agreement

This **Agreement**, by and between the **New York State Department of Environmental Conservation** (hereinafter referred to as Department) having offices at 625 Broadway, Albany, New York 12233 and, \_\_\_\_\_ (Bidder name)

- a corporation organized and existing under the laws of the State of \_\_\_\_\_,
- a partnership, consisting of \_\_\_\_\_,
- an individual conducting business as \_\_\_\_\_.

hereinafter called "Contractor", the location of whose principal office is,

\_\_\_\_\_.

#### WITNESSETH

**Whereas**, Department is empowered by law to obtain services; the performance of these services is essential to Department; and Department, after fully examining all of its internal capabilities and thoroughly investigating all possible alternative approaches, has determined that certain tasks can best be accomplished through a contract;

**Whereas**, Contractor hereby represents that it is capable of providing the services which are the subject matter of this Contract;

**Now Therefore**, Department **and** Contractor, in consideration of the mutual covenants hereinafter set forth agree as follows:

#### **ARTICLE 1 - Defined Terms**

Terms used in the Agreement which are defined in the Contract Documents have the intent and meanings assigned to them in the Contract Documents.

#### **ARTICLE 2 - Work**

As indicated or specified in the Contract Documents, Contractor shall complete in a timely and workmanlike manner, any and all obligations, duties and responsibilities, and provide any and all labor, materials, equipment, temporary facilities, and incidentals necessary to complete the construction generally identified and shown on the plans and Contract Documents entitled:

New York State Department of Environmental Conservation  
Division of Environmental Remediation  
Site Name: Dearcop Farm Site  
Contract No. D012980  
Date: February 05, 2024

**ARTICLE 3 - Engineer**

**Ecology and Environment Engineering and Geology, P.C.** shall assume all duties and responsibilities of and have the rights and authority assigned to Engineer in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

**ARTICLE 4 - Contract Documents**

The Documents which comprise the entire Contract between Department and Contractor concerning the Work consist of the following:

- 4.1 Appendices A, B, C & D
- 4.2 Engineer's written clarifications and interpretations
- 4.3 Change Orders
- 4.4 Administrative Agreements
- 4.5 Field Orders
- 4.6 Proposed Change Orders signed by Department
- 4.7 Approved Shop Drawings
- 4.8 Addenda
- 4.9 Agreement (including all Appendices)
- 4.10 Measurement for Payment
- 4.11 Bid Forms and Attachments Exclusive of Bonds and Insurance Certificates
- 4.12 Drawings, Plans
- 4.13 Supplementary Specifications
- 4.14 Supplementary Conditions
- 4.15 Standard Specifications
- 4.16 General Conditions
- 4.17 Supplementary Bidding Information and Requirements
- 4.18 Bidding Information and Requirements
- 4.19 Terms and Definitions
- 4.20 Advertisement
- 4.21 Bonds and Insurance Certificates

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

**ARTICLE 5 - Contractor's Representations**

In order to induce Department to enter into this Agreement, Contractor makes the following representations:

- 5.1 Contractor has familiarized itself with the nature and extent of the Contract Documents, Work, site, locality, and all local conditions and applicable Laws that in any manner may affect cost, schedule, progress, performance or furnishing of the Work.
- 5.2 Contractor has studied carefully all reports of explorations and tests of subsurface conditions and drawings of physical conditions which are identified in Information to Bidders, as provided in the General Conditions, and accepts the determination set forth in said Section to the extent of the technical data contained in such reports and drawings upon which Contractor is entitled to reply.



- 5.3 Contractor has obtained and carefully studied all such examinations, investigations, explorations, tests, reports and studies which pertain to the subsurface or physical conditions at or contiguous to the site or otherwise may affect the cost, schedule, progress, performance or furnishing of the Work as Contractor considers necessary for the performance or furnishing of the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Contractor for such purposes.
- 5.4 Contractor has reviewed and checked all information and data shown or indicated on the Contract Documents with respect to existing Underground Facilities. No additional examinations, investigations, explorations, tests, reports, studies or similar information or data in respect of said Underground Facilities are or will be required by Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, including specifically the provisions of Article 3 of the General Conditions.
- 5.5 Contractor has correlated (or assumes responsibility for correlating) the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents.
- 5.6 Contractor has given Engineer written notice of all conflicts, errors or discrepancies that he (she) has discovered in the Contract Documents and any written resolution thereof is acceptable to Contractor.
- 5.7 General Responsibility: The Contractor shall at all times during the Contract term remain responsible. The Contractor agrees, if requested by the Commissioner or his or her designee, to present evidence of its continuing legal authority to do business in New York State, integrity, experience, ability, prior performance, and organizational and financial capacity. Additional responsibilities required of the Contractor in order to perform and furnish the Work at the Contract Price, within the Contract Time and in accordance with the other terms and conditions of the Contract Documents, are specified within the provisions of Article 5 of the General Conditions.

#### **ARTICLE 6 - Contract Term**

The number of days within which, or alternatively, the dates by which, the Work, or any specified part thereof, is to be completed (the Contract Times) are set forth as follows:

- 6.1 The Work will be Substantially Completed within **One Hundred Thirty Nine (139) calendar days** from the Effective Date of the Agreement, plus twenty (20) calendar days.
- 6.2 Separable parts of the Work, if specified in an Attachment A to this Agreement, will be Substantially Completed within the number of days stated in Attachment A from the Effective Date of the Agreement.
- 6.3 The Work will be completed and ready for final payment in accordance with the General Conditions within **One Hundred Sixty Nine (169) calendar days** from the Effective Date of the Agreement, plus twenty (20) calendar days

- 6.4 Department and Contractor recognize that the Contract Time(s) specified in paragraphs 6.1, 6.2 and 6.3 above are of the essence of this Agreement, and that Department may suffer financial loss if the Work is not completed within the Contract Time(s) specified above, plus any extensions thereof allowed in accordance with the General Conditions, as amended or supplemented in the Supplementary Conditions.
- 6.5 Accordingly, Contractor agrees to forfeit and pay Department as liquidated damages, and not as a penalty, the amount of **three-thousand five-hundred twenty-eight dollars and forty-six cents (\$3,528.46)** for each day that expires after the Contract Time specified in paragraph 6.1 above for Substantial Completion until the Work is Substantially Complete. Contractor further agrees to pay Department as liquidated damages, and not as a penalty, each of the amounts set forth in Attachment A if applicable to this agreement for each day that expires after each of the contract times specified in paragraph 6.2 above for substantial completion until the each of the separable parts of the work is substantially complete. After substantial completion of the work, if Contractor shall neglect, refuse or fail to complete the remaining work within the contract time or any proper extension thereof granted by Department, Contractor shall pay Department as liquidated damages, and not as a penalty, the amount of **three-thousand sixty-eight and seventy-seven cents (\$3,068.77)** for each day that expires after the Contract Time specified in paragraph 6.3 above for completion and readiness for final payment. These liquidated damages are additive and represent a reasonable estimate, in lieu of any such proof, of Department's extra expenses for Inspection, engineering services, administrative costs, and Interim excess operating costs for each day that expires after the associated Contract Time.
- 6.6 In addition to the liquidated damage amounts set forth in paragraph 6.5 above, Contractor agrees to pay Department's additional actual damages arising out of the types of expenses itemized below for each day that expires after each of the Contract Times specified in paragraph 6.2 above for Completion of each of the designated parts of the Work until each of the designated parts of the Work achieves the specified completion. These actual damages are additive and shall equal Department's expenditures for costs other than those itemized in paragraph 6.5, including, but not limited to, delay damage settlements or awards related to other separate contracts, delay penalties or fines imposed by regulatory agencies, contract damage and loss of use, excess financing costs, and professional fees and related expenses incurred thereto.

#### ***ARTICLE 7 - Alterations and Omissions***

Department reserves the right, at any time during the progress of the work, to alter the plans or omit any portion of the work as it may deem reasonably necessary for the public interest; making allowances for additions and deductions with compensation made in accordance with the Contract Documents.

#### ***ARTICLE 8 - Determinations as to Variances***

In case of any ambiguity in the Contract Documents, the matter must be immediately submitted to the Representative of Department designated in the Contract Documents, who shall adjust the same, and his (her) decision in relation thereto shall be final and conclusive upon the parties.

**ARTICLE 9 - Payment Procedures**

Contractor shall submit Applications for Payment on standard form in accordance with the General Conditions. Applications for Payment will be processed by Engineer as provided in the General Conditions, as amended or supplemented in the Supplementary Conditions and in accordance with Section 139-f of the State Finance Law.

- 9.1 **Progress Payments.** Contractor shall submit Applications for Payments to Engineer for review no more frequently than monthly in accordance with paragraph 13.2 of the General Conditions from the date when the Contract Time commences to run. Department shall make progress payments against the Contract Price on the basis of Contractor's Applications for Payment as recommended by Engineer as provided below. All progress payments will be calculated on the basis of the progress of the Work measured by the Schedule of Values established pursuant to paragraph 1.4.3 of the General Conditions. Progress payments will also be made for materials pertinent to the Contract in accordance with the General Conditions. Contractor shall provide complete and accurate billing invoices to the Department in order to receive payment. Billing invoices submitted to the Department must contain all information and supporting documentation required by the Contract, the Department, and the State Comptroller.

Payments for expenditures incurred under this contract will be rendered electronically to the **Recipient/Contractor/Vendor** unless payment by paper check is expressly authorized by the Commissioner of the Department (Commissioner), in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The **Recipient/Contractor/Vendor** shall comply with the **Office of the State Comptroller's (OSC's)** procedures to authorize electronic payments. Authorization forms are available at the **OSC's** website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by e-mail at [epunit@osc.state.ny.us](mailto:epunit@osc.state.ny.us) or by telephone at (518) 474-4032. The **Recipient/Contractor/Vendor** acknowledges that it will not receive payment under this **Contract** if it does not comply with the **OSC's** electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

- 9.1.1 Prior to Substantial Completion of the Work, progress payments will be made less five percent (5%) the aggregate of payments (i.e. retainage) previously made and less an amount necessary to satisfy any claims, liens, or judgments against Contractor which have not been suitably discharged.
- 9.2 **Payment upon substantial completion.** When the work, or major portions thereof, as contemplated in the Contract Documents, is substantially completed, Contractor shall submit to Department, an Application for Payment in accordance with the General Conditions for the remaining amount of the contract balance or amount due for that major portion completed. Department will pay the remaining Contract balance, or amount due for that major portion completed, less two times the value of any remaining items to be completed and an amount necessary to satisfy any claims, liens, judgments against Contractor which have not been suitably discharged. Payment for remaining items will be made upon their completion.
- 9.3 **Final Payment.** Upon final completion of the physical Work and acceptance of the Work in accordance with the General Conditions, Department shall pay the remainder of the Contract Price as recommended by Engineer.

**ARTICLE 10 - No Estimate on Contractor's Noncompliance**

It is further agreed that so long as Contractor has not complied with any lawful or proper direction concerning the work or material given by Department, Contractor shall not be entitled to have any estimate made for the purpose of payment, nor shall any estimate be rendered on account of work done or material furnished until Contractor has fully and satisfactorily complied with such direction.

**ARTICLE 11 - Delays, Inefficiencies, and Interference**

Contractor agrees to make no claim for any consequential damages attributable to any delays, or act in the performance of this contract which are not directly occasioned by any act or omission to act by the State or any of its representatives. In the event Contractor completes the work prior to the contract completion date set forth in the proposal, Contractor hereby agrees to make no claim for extra costs due to delays, interferences or inefficiencies in the performance of the work.

- 1) Contractor further agrees that it has included in its bid prices for the various items of the Contract any additional costs for delays, inefficiencies, or interferences affecting the performance or scheduling of Contract work caused by, or attributable to, the following instances:
  - a. The work or the presence on the Site of any third party, including but not limited to that of other contractors or personnel employed by the State, or by other public bodies, by railroad, transportation or utility companies or corporations, or by private enterprises, or any delay in progressing such work by any third party.
  - b. The existence of any facility or appurtenance owned, operated, or maintained by any third party.
  - c. The act, or failure to act, of any other public or governmental body, including, but not limited to, approvals, permits, restrictions, regulations or ordinances.
  - d. Restraining orders, injunctions, or judgments issued by a court.
  - e. Any labor boycott, strike, picketing or similar situation.
  - f. Any shortages of supplies or materials required by the contract work.
  - g. Any situation which was, or should have been, within the contemplation of the parties at the time of entering into the contract.

**ARTICLE 12 - Postponement, Suspension or Termination**

- 12.1 Department shall have the right to postpone, suspend or terminate this Contract in whole or in part for the convenience of Department. If, after termination for cause of Contractor it is determined that no cause existed for termination of Contractor, such termination shall be deemed to have been made for the convenience of Department.
- 12.2 If this Contract is terminated by Department for convenience or cause, Department shall make payment on an equitable basis for all work performed in accordance with the Contract Documents prior to termination in accordance with paragraphs 12.3 and 12.4 below.

- 12.3 If this contract is terminated for cause, no payment shall be made for anticipated profit on unperformed work or services. Additionally, Department may adjust any payment due to Contractor at the time of termination to account for any additional costs to Department because of Contractor's default.
- 12.4 If this contract is terminated for convenience, payment shall be made for any services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by Contractor which had become firm prior to the termination.
- 12.5 Upon termination of this Contract under this Agreement, Department may take over the work or may award or negotiate a contract with another party to complete work required by these Contract Documents.
- 12.6 Termination for Non-Responsibility: Upon written notice to the Contractor, and a reasonable opportunity to be heard with appropriate Department officials or staff, the Contract may be terminated by the Commissioner, or his or her designee, at the Contractor's expense where the Contractor is determined by the Commissioner, or his or her designee, to be non-responsible. In such event, the Commissioner, or his or her designee, may complete the contractual requirements in any manner he or she may deem advisable and pursue available legal or equitable remedies for breach.
- 12.7 Suspension of Work (for Non-Responsibility): The Commissioner, or his or her designee, in his or her sole discretion, reserves the right to suspend any or all activities under this Contract, at any time, when he or she discovers information that calls into question the responsibility of the Contractor. In the event of such suspension, the Contractor will be given written notice outlining the particulars of such suspension. Upon issuance of such notice, the Contractor must comply with the terms of the suspension order. Contract activity may resume at such time as the Commissioner, or his or her designee, issues a written notice authorizing a resumption of performance under the Contract.

### ***ARTICLE 13 – Completion of Physical Work and Final Acceptance***

The time within which Department may bring an action on the Contract against Contractor shall be computed from the date of completion of the physical Work. In accordance with Section 138(a) of the State Finance Law, Contractor shall notify Department in writing that the physical Work has been completed. The date of completion must be no more than thirty days prior to the date of the notice. This notice must be delivered personally, or, by either registered or certified mail, return receipt requested, to the exact address given below.

**New York State Department of Environmental Conservation  
Division of Environmental Remediation  
Michael J. Cruden, Director - Remedial Bureau E  
625 Broadway, 12<sup>th</sup> Floor  
Albany, New York 12233-7017**

If Department disagrees with the date set forth in the notice, it will so advise Contractor in writing within 30 days of receipt of the notice. This notice will be delivered by either registered or certified mail, return receipt requested, to Contractor's address as shown in this Agreement.

If Department accepts Contractor's date of completion of physical Work, Department's final acceptance of work shall be as of that date.

When, in the opinion of Department, Contractor has fully performed the physical Work under the Contract, Department shall notify Contractor in writing of final acceptance.

**ARTICLE 14 - Final Payment**

After the final acceptance of the work, Engineer shall prepare a final agreement of the work performed and the materials placed and shall compute the value of such work and materials under and according to the terms of the contract. This agreement shall be certified, as to its correctness, by Engineer and submitted for final approval to Department. The Representative of Department designated in the Contract Documents shall have the right to reject the whole or any portion of the final agreement, should the said certificate of Engineer be found or known to be inconsistent with the terms of the agreement or otherwise improperly given and upon failure of Contractor to provide requested documentation including but not limited to that regarding payment of wages, suppliers or subcontractors. All certificates upon which partial payments may have been made being merely estimates, shall be subject to correction in the final certificate or final agreement.

**ARTICLE 15 - Disposition of Documents and Data**

Upon final acceptance of work under this Contract or termination of this Contract pursuant to this Agreement, or upon written demand of Department, Contractor shall promptly deliver or otherwise make available to Department all data, drawings, reports, estimates, and such other information and materials as may have been accumulated by Contractor in performing this Contract.

All documents and data are to be submitted in electronic format to the Engineer and Department. The Engineer/Department will not approve a final report unless, and until, all documents and data generated in support of that report have been submitted in accordance with the electronic submission protocols. Information on the format of data submissions can be found at: <http://www.dec.ny.gov/chemical/62440.html>. Information on document submissions can be found at: <http://www.dec.ny.gov/regulations/2586.html>.

**ARTICLE 16 – Applicable Law; Jurisdiction; Service of Legal Process**

Contractor agrees:

- 16.1 That this Agreement is subject to and governed by all applicable federal and New York State law.
- 16.2 To procure all necessary licenses and permits.
- 16.3 To voluntarily and irrevocably submit to the jurisdiction of a New York State Court of competent jurisdiction, to resolve any dispute or controversy arising out of this Contract.
- 16.4 That the venue of any action at law or in equity commenced against Department arising out of a Project in one of Department's regions, shall be in the county in that Region where Department regional headquarters is located.
- 16.5 That the service of legal process or any notices in connection with a dispute or controversy arising out of this Contract, by United States registered mail, postage prepaid, addressed to the Designated representative of Department at the address stated in the Contract. Documents shall constitute good and valid service of process upon Engineer.

16.6 To waive any defense based on or alleging lack of jurisdiction, improper venue, or invalid service, if there is compliance with paragraphs 16.3 and 16.4 in this Article.

16.7 This Contract may be presented in court as conclusive evidence of the foregoing agreement.

**ARTICLE 17 - Sales and Use Tax Exemption**

Contractor represents that this project has been bid in such a manner that Department has full advantage of available exemptions from sales and compensating use taxes. Accordingly, Contractor agrees to make all payment requests in a manner which affords Department full advantage of such exemptions. Further, Contractor agrees to complete and to require all subcontractors and material men to complete a Contractor Exempt Purchase Certificate in the name of the New York State Department of Environmental Conservation, which shall be furnished to all persons, firms or corporations from whom they purchase materials, equipment or supplies which are tax exempt by reason of the fact that they will be sold to Department, or will be used as an integral component in the construction, rehabilitation, or improvement of any structure of building required by the Contract Documents.

Contractor agrees to maintain and keep, and to contractually require all subcontractors and material men to maintain and keep, records relating to the tax exemption of material, equipment and Supplies for a period of six years. The six- (6) year period shall commence to run as of the date of final payment.

**ARTICLE 18 - Effective Date**

This Contract and all Contract Documents shall take effect as of the date it is approved and filed by the state Comptroller.

**ARTICLE 19 – Vendor Responsibility**

The Department recommends that vendors file a required Vendor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions available at: [http://www.osc.state.ny.us/vendrep/vendor\\_index.htm](http://www.osc.state.ny.us/vendrep/vendor_index.htm) or go directly to the VendRep System online at <https://portal.osc.state.ny.us> .

Vendors must provide their New York State Identification Number when enrolling. To request assignment of a Vendor ID or for VendRep System assistance, contact the Office of the State Comptroller’s Help Desk at 866-370-4672 or 518-408-4672 or by email at: [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us). Vendors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep) or may contact the Department of the Office of the State Comptroller’s Help Desk for a copy of the paper form.

**ARTICLE 20 - Contract Price**

The maximum payment which Department shall pay to Contractor, and which Contractor agrees to accept as full payment for its work under this Agreement, is the total of:

**Bid**

\$ \_\_\_\_\_ (Express Sum in Words)

\$ \_\_\_\_\_ (Express Sum in Numbers)

Plus/Minus executed change order(s)

**SIGNATURE PAGE**

**IN WITNESS WHEREOF**, this Contract has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

**Agency Certification:** "In addition to the acceptance of this Contract, I also certify that original copies of this signature page will be attached to all other exact copies of this Contract."

<b>CONTRACTOR SIGNATURE</b>
By:
Print Name:
Title:
Dated:

<b>DEPARTMENT SIGNATURE</b>
By:
Print Name:
Title:
Dated:

<p><b>Contractor Acknowledgement</b>                  State of _____ )                  ) ss.:                  County of _____ )</p> <p>On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.</p> <p>_____ Notary Public</p>
--

<b>ATTORNEY GENERAL SIGNATURE</b>
Approved as to Form:
Dated:

<b>COMPTROLLER SIGNATURE</b>
Approved: Thomas P. DiNapoli State Comptroller
Dated:



**SECTION VII**

*Appendices A, B, C & D*

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APPENDIX A

STANDARD CLAUSES FOR NEW YORK STATE CONTRACTS

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE.

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## **STANDARD CLAUSES FOR NYS CONTRACTS**

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

**1. EXECUTORY CLAUSE.** In accordance with Section 41 of the State Finance Law, the State shall have no liability under this contract to the Contractor or to anyone else beyond funds appropriated and available for this contract.

**2. NON-ASSIGNMENT CLAUSE.** In accordance with Section 138 of the State Finance 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 State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

**3. COMPTROLLER'S APPROVAL.** In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

**4. WORKERS' COMPENSATION BENEFITS.** In accordance with Section 142 of the State Finance 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.

**5. 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, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. 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, 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, 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. 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.

**6. 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 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, 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 State of any State approved sums due and owing for work done upon the project.

**7. NON-COLLUSIVE BIDDING CERTIFICATION.** In accordance with Section 139-d of the State Finance Law, if this contract was awarded based upon the submission of bids, Contractor affirms, under penalty of perjury, that its bid was arrived at independently and without collusion aimed at restricting competition. Contractor further affirms that, at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the State a non-collusive bidding certification on Contractor's behalf.

**8. INTERNATIONAL BOYCOTT PROHIBITION.** In accordance with Section 220-f of the Labor Law and Section 139-h of the State Finance Law, if this contract exceeds \$5,000, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation has participated, is participating, or shall participate in an international boycott in violation of the federal Export Administration Act of 1979 (50 USC App. Sections 2401 et seq.) or regulations thereunder. If such Contractor, or any of the aforesaid affiliates of Contractor, is convicted or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the State Comptroller within five (5) business days of such conviction, determination or disposition of appeal (2 NYCRR § 105.4).

**9. SET-OFF RIGHTS.** The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall include, but not be limited to, the State's option to withhold for the purposes of set-off any moneys due to the Contractor under this contract up to any amounts due and owing to the State with regard to this contract, any other contract with any State department or agency, including any contract for a term commencing prior to the term of this contract, plus any amounts due and owing to the State for any other reason including, without limitation, tax delinquencies, fee delinquencies or monetary penalties relative thereto. The State shall exercise its set-off rights in accordance with normal State practices including, in cases of set-off pursuant to an audit, the finalization of such audit by the State agency, its representatives, or the State Comptroller.

**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 must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General 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 State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State 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: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

**11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION.** (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services 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. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, 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 State is mandatory. The principal 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 tax liabilities and to generally identify persons affected by the taxes administered by the 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 purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

**12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN.** In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of

\$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

(a) The Contractor will not discriminate against employees or applicants for employment because of race, creed, color, national origin, sex, age, disability or marital status, shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force on State contracts and will undertake or continue existing programs of affirmative action to ensure that minority group members and women are afforded equal employment opportunities without discrimination. Affirmative action shall mean recruitment, employment, job assignment, promotion, upgradings, demotion, transfer, layoff, or termination and rates of pay or other forms of compensation;

(b) at the request of the contracting agency, the Contractor shall request each employment agency, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employment agency, labor union or representative will not discriminate on the basis of race, creed, color, national origin, sex, age, disability or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein; and

(c) the Contractor shall state, in all solicitations or advertisements for employees, that, in the performance of the State contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.

Contractor will include the provisions of "a," "b," and "c" above, in every subcontract over \$25,000.00 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work") except where the Work is for the beneficial use of the Contractor. Section 312 does not apply to: (i) work, goods or services unrelated to this contract; or (ii) employment outside New York State. The State shall consider compliance by a contractor or subcontractor with the requirements of any federal law concerning equal employment opportunity which effectuates the purpose of this clause. The

contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Department of Economic Development's Division of Minority and Women's Business Development pertaining hereto.

**13. 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 Appendix A, the terms of this Appendix A shall control.

**14. GOVERNING LAW.** This contract shall be governed by the laws of the State of New York except where the Federal supremacy clause requires otherwise.

**15. LATE PAYMENT.** Timeliness of payment and any interest to be paid to Contractor for late payment shall be governed by Article 11-A of the State Finance Law to the extent required by law.

**16. NO ARBITRATION.** Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration (except where statutorily authorized), but must, instead, be heard in a court of competent jurisdiction of the State of New York.

**17. SERVICE OF PROCESS.** In addition to the methods of service allowed by the State Civil Practice Law & Rules ("CPLR"), Contractor hereby consents to service of process upon it by registered or certified mail, return receipt requested. Service hereunder shall be complete upon Contractor's actual receipt of process or upon the State's receipt of the return thereof by the United States Postal Service as refused or undeliverable. Contractor must promptly notify the State, in writing, of each and every change of address to which service of process can be made. Service by the State to the last known address shall be sufficient. Contractor will have thirty (30) calendar days after service hereunder is complete in which to respond.

**18. 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 State.

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 § 165 State Finance Law. Any such use must meet with the approval of the State; 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 State.

**19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES.** In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

**20. OMNIBUS PROCUREMENT ACT OF 1992.** It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

Information on the availability of New York State subcontractors and suppliers is available from:

NYS Department of Economic Development  
Division for Small Business  
Albany, New York 12245  
Telephone: 518-292-5100  
Fax: 518-292-5884  
email: [opa@esd.ny.gov](mailto:opa@esd.ny.gov)

A directory of certified minority- and women-owned business enterprises is available from:

NYS Department of Economic Development  
Division of Minority and Women's Business Development  
633 Third Avenue  
New York, NY 10017  
212-803-2414  
email: [mwbecertification@esd.ny.gov](mailto:mwbecertification@esd.ny.gov)  
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

The Omnibus Procurement Act of 1992 (Chapter 844 of the Laws of 1992, codified in State Finance Law § 139-i and Public Authorities Law § 2879(3)(n)-(p)) requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than \$1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and

women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

(b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

(d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

**21. RECIPROCITY AND SANCTIONS PROVISIONS.** Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5)) require that they be denied contracts which they would otherwise obtain. NOTE: As of October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

**22. COMPLIANCE WITH BREACH NOTIFICATION AND DATA SECURITY LAWS.** Contractor shall comply with the provisions of the New York State Information Security Breach and Notification Act (General Business Law § 899-aa and State Technology Law § 208) and commencing March 21, 2020 shall also comply with General Business Law § 899-bb.

**23. COMPLIANCE WITH CONSULTANT DISCLOSURE LAW.** If this is a contract for consulting services, defined for purposes of this requirement to include analysis, evaluation, research, training, data processing, computer programming, engineering, environmental, health, and mental health services, accounting, auditing, paralegal, legal or similar services, then, in accordance with Section 163 (4)(g) of the State Finance Law (as amended by Chapter 10 of the Laws of 2006), the Contractor shall timely, accurately and properly comply with the requirement to submit an annual employment report for the contract to the agency that awarded the contract, the Department of Civil Service and the State Comptroller.



**24. PROCUREMENT LOBBYING.** To the extent this agreement is a "procurement contract" as defined by State Finance Law §§ 139-j and 139-k, by signing this agreement the contractor certifies and affirms that all disclosures made in accordance with State Finance Law §§ 139-j and 139-k are complete, true and accurate. In the event such certification is found to be intentionally false or intentionally incomplete, the State may terminate the agreement by providing written notification to the Contractor in accordance with the terms of the agreement.

**25. CERTIFICATION OF REGISTRATION TO COLLECT SALES AND COMPENSATING USE TAX BY CERTAIN STATE CONTRACTORS, AFFILIATES AND SUBCONTRACTORS.**

To the extent this agreement is a contract as defined by Tax Law § 5-a, if the contractor fails to make the certification required by Tax Law § 5-a or if during the term of the contract, the Department of Taxation and Finance or the covered agency, as defined by Tax Law § 5-a, discovers that the certification, made under penalty of perjury, is false, then such failure to file or false certification shall be a material breach of this contract and this contract may be terminated, by providing written notification to the Contractor in accordance with the terms of the agreement, if the covered agency determines that such action is in the best interest of the State.

**26. IRAN DIVESTMENT ACT.** By entering into this Agreement, Contractor certifies in accordance with State Finance Law § 165-a that it is not on the "Entities Determined to be Non-Responsive Bidders/Offerers pursuant to the New York State Iran Divestment Act of 2012" ("Prohibited Entities List") posted at: <https://ogs.ny.gov/list-entities-determined-be-non-responsive-biddersofferers-pursuant-nys-iran-divestment-act-2012>

Contractor further certifies that it will not utilize on this Contract any subcontractor that is identified on the Prohibited Entities List. Contractor agrees that should it seek to renew or extend this Contract, it must provide the same certification at the time the Contract is renewed or extended. Contractor also agrees that any proposed Assignee of this Contract will be required to certify that it is not on the Prohibited Entities List before the contract assignment will be approved by the State.

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

The state agency reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

**27. ADMISSIBILITY OF REPRODUCTION OF CONTRACT.** Notwithstanding the best evidence rule or any other legal principle or rule of evidence to the contrary, the Contractor acknowledges and agrees that it waives any and all objections to the admissibility into evidence at any court proceeding or to the use at any examination before trial of an electronic reproduction of this contract, in the form approved by the State Comptroller, if such approval was required, regardless of whether the original of said contract is in existence.

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## APPENDIX B

### Standard Clauses for All New York State Department of Environmental Conservation Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

#### I. **Postponement, suspension, abandonment or termination by the Department:**

The Department shall have the right to postpone, suspend, abandon or terminate this contract, and such actions shall in no event be deemed a breach of contract. In the event of any termination, postponement, delay, suspension or abandonment, the Contractor shall immediately stop work, take steps to incur no additional obligations, and to limit further expenditures. Within 15 days of receipt of notice, the Contractor shall deliver to the Department all data, reports, plans, or other documentation related to the performance of this contract, including but not limited to source codes and specifications, guarantees, warranties, as-built plans and shop drawings. In any of these events, the Department shall make settlement with the Contractor upon an equitable basis as determined by the Department which shall fix the value of the work which was performed by the Contractor prior to the postponement, suspension, abandonment or termination of this contract. This clause shall not apply to this contract if the contract contains other provisions applicable to postponement, suspension or termination of the contract.

II. **Indemnification and Hold harmless** The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments of every nature and description brought or recovered against it by reason of any omission or tortious act of the Contractor, its agents, employees, suppliers or subcontractors in the performance of this contract. The Department and the State of New York may retain such monies from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like, which is asserted against the Department and/or the State of New York.

#### III. **Conflict of Interest**

(a) Organizational Conflict of Interest. To the best of the Contractor's knowledge and belief, the Contractor warrants that there are no relevant facts or circumstances which could give rise to an organizational conflict of interest, as herein defined, or that the Contractor has disclosed all such relevant information to the Department.

(1) An organizational conflict of interest exists when the nature of the work to be performed under this contract may,

without some restriction on future activities, impair or appear to impair the Contractor's objectivity in performing the work for the Department.

(2) The Contractor agrees that if an actual, or potential organizational conflict of interest is discovered at any time after award, whether before or during performance, the Contractor will immediately make a full disclosure in writing to the Department. This disclosure shall include a description of actions which the Contractor has taken or proposes to take, after consultation with the Department, to avoid, mitigate, or minimize the actual or potential conflict.

(3) To the extent that the work under this contract requires access to personal, proprietary or confidential business or financial data of persons or other companies, and as long as such data remains proprietary or confidential, the Contractor shall protect such data from unauthorized use and disclosure and agrees not to use it to compete with such companies.

(b) Personal Conflict of Interest: The following provisions with regard to management or professional level employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

(1) A personal conflict of interest is defined as a relationship of an employee, subcontractor employee, or consultant with an entity that may impair or appear to impair the objectivity of the employee, subcontractor employee, or consultant in performing the contract work. The Contractor agrees to notify the Department immediately of any actual or potential personal conflict of interest with regard to any such person working on or having access to information regarding this contract, as soon as Contractor becomes aware of such conflict. The Department will notify the Contractor of the appropriate action to be taken.

(2) The Contractor agrees to advise all management or professional level employees involved in the work of this contract, that they must report any personal conflicts of interest to the Contractor. The Contractor must then advise the Department which will advise the Contractor of the appropriate action to be taken.

(3) Unless waived by the Department, the Contractor shall certify annually that, to the best of the Contractor's knowledge and belief, all actual, apparent or potential conflicts of interest, both personal and organizational, as defined herein, have been reported to the Department. Such certification must be signed by a senior executive of the Contractor and submitted in accordance with instructions provided by the Department. Along with the annual certification, the Contractor shall also submit an update of any changes in any conflict of interest plan submitted with its proposal for this contract. The initial certification shall cover the one-year period from the date of contract award, and all subsequent certifications shall cover successive annual periods thereafter. The certification is to be submitted no later than 45 days after the close of the previous certification period covered.

(4) In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.

(c) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(d) The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has

developed the statement of work or the solicitation package

(e) The Contractor agrees to insert in each subcontract or consultant agreement placed hereunder (except for subcontracts or consultant agreements for well drilling, fence erecting, plumbing, utility hookups, security guard services, or electrical services) provisions which shall conform substantially to the language of this clause, including this paragraph (e), unless otherwise authorized by the Department.

**If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.**

(f) Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

(1) The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

(2) The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

**IV. Requests for Payment** All requests for payment by the Contractor must be submitted on forms supplied and approved by the Department. Each payment request must contain such items of information and supporting documentation as are required by the Department, and shall be all-inclusive for the period of time covered by the payment request.

V. **Compliance with Federal requirements** To the extent that federal funds are provided to the Contractor or used in paying the Contractor under this contract, the Contractor agrees that it will comply with all applicable federal laws and regulations, including but not limited to those laws and regulations under which the Federal funds were authorized. The Contractor further agrees to insert in any subcontract hereunder, provisions which shall conform substantially to the language of this clause.

VI. **Independent Contractor** The Contractor shall have the status of an independent contractor. Accordingly, the Contractor agrees that it will conduct itself in a manner consistent with such status, and that it will neither hold itself out as, nor claim to be, an officer or employee of the Department by reason of this contract. It further agrees that it will not make any claim, demand or application to the Department for any right or privilege applicable to an officer or employee of the Department, including but not limited to worker's compensation coverage, unemployment insurance benefits, social security coverage, or retirement membership or credit.

VII. **Compliance with applicable laws**

(a) Prior to the commencement of any work under this contract, the Contractor is required to meet all legal requirements necessary in the performance of the contract. This includes but is not limited to compliance with all applicable federal, state and local laws and regulations promulgated thereunder. It is the Contractor's responsibility to obtain any necessary permits, or other authorizations. By signing this contract, the Contractor affirmatively represents that it has complied with said laws, unless it advises the Department otherwise, in writing. The Department signs this contract in reliance upon this representation.

(b) During the term of this contract, and any extensions thereof, the Contractor must remain in compliance with said laws. A failure to notify the Department of noncompliance of which the Contractor was or should have been aware, may be considered a material breach of this contract.

VIII. **Dispute Resolution** The parties agree to the following steps, or as many as are necessary to resolve disputes between the Department and the Contractor.

(a) The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor.

(1) The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute.

(2) The decision of the designated individual shall be the final DEC determination, unless the Contractor files a written appeal of that decision with the designated appeal individual ("DAI") within twenty days of receipt of that decision.

(b) Upon receipt of the written appeal, the DAI, will review the record and decision. Following divisional procedures in effect at that time, the DAI will take one of the following actions, with written notice to the Contractor.

- (1) Remand the matter to the program staff for further negotiation or information if it is determined that the matter is not ripe for review; or
- (2) Determine that there is no need for further action, and that the determination of the designated individual is confirmed; or
- (3) Make a determination on the record as it exists.

(c) The decision of the DAI shall be the final DEC decision unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee ("CRC") within twenty days of receipt of that decision.

The designated individual to hear disputes is:

Michael Cruden, Director, Bureau E  
(Name and Title)  
NYS Dept of Env. Conservation - Env. Remediation  
625 Broadway, 12th Floor, Albany, NY 12233-7012  
(Address)  
(518) 402-9764  
(Telephone)

The designated appeal individual to review decisions is:

David Harrington, Assistant Division Director, Bureau D  
(Name and Title)  
NYS Dept of Env. Conservation - Env. Remediation  
625 Broadway, 12th Floor, Albany, NY 12233-7012  
(Address)  
(518) 402-9565  
(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation  
Nancy W. Lussier Chair  
Contract Review Committee  
625 Broadway, 10<sup>th</sup> Floor  
Albany, NY 12233-5010  
Telephone: (518) 402-9228

(d) Upon receipt of the written appeal, the Chair of the CRC, in consultation with the members of the CRC and the Office of General Counsel, will take one of the following actions, or a combination thereof, with written notice to the Contractor.

(1) Remand the matter to program staff for additional fact finding, negotiation, or other appropriate action; or

(2) Adopt the decision of the DAI; or

(3) Consider the matter for review by the CRC in accordance with its procedures.

(e) Following a decision to proceed pursuant to (d) 3, above, the Chair of the CRC shall convene a proceeding in accordance with the CRC's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard.

(f) Following a decision pursuant to (d) 2 or (d) 3, the CRC shall make a written recommendation to the Assistant Commissioner for Administration who shall render the final DEC determination.

(g) At any time during the dispute resolution process, and upon mutual agreement of the parties, the Office of Hearings and Mediation Services (OHMS) may be requested to provide mediation services or other appropriate means to assist in resolving the dispute. Any findings or recommendations made by the OHMS will not be binding on either party.

(h) Final DEC determinations shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules.

(i) Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final the decision of any administrative officer upon a question of law.

(j) Notwithstanding the foregoing, at the option of the Contractor, the following shall be subject to review by the CRC: Disputes arising under Article 15-A of the Executive Law (Minority and Women Owned Business participation), the Department's determination with respect to the adequacy of the Contractor's Utilization Plan, or the Contractor's showing of good faith efforts to comply therewith. A request for a review before the CRC should be made, in writing, within twenty days of receipt of the Department's determination.

(k) The CRC will promptly convene a review in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

## IX. Labor Law Provisions

(a) When applicable, the Contractor shall post, in a location designated by the Department, a copy of the New York State Department of Labor schedules of prevailing wages and supplements for this project, a copy of all re-determinations of such schedules for the project, the Workers' Compensation Law Section 51 notice, all other notices required by law to be posted at the site, the Department of Labor notice that this project is a public work project on which each worker is entitled to receive the prevailing wages and supplements for their occupation, and all other notices which the Department directs the Contractor to post. The Contractor shall provide a surface for such notices which is satisfactory to the Department. The Contractor shall maintain such notices in a legible manner and shall replace any notice or schedule which is damaged, defaced, illegible or removed for any reason. Contractor shall post such notices before commencing any work on the site and shall maintain such notices until all work on the site is complete.

(b) When appropriate, contractor shall distribute to each worker for this Contract a notice, in a form provided by the Department, that this project is a public work project on which each worker is entitled to receive the prevailing wage and supplements for the occupation at which he or she is working. Worker includes employees of Contractor and all Subcontractors and all employees of suppliers entering the site. Such notice shall be distributed to each worker before they start performing any work of this contract. At the time of distribution, Contractor shall have each worker sign a statement, in a form provided by the Department, certifying that the worker has received the notice required by this section, which signed statement shall be maintained with the payroll records required by the following paragraph (c).

(c) Contractor shall maintain on the site the original certified payrolls or certified transcripts thereof which Contractor and all of its Subcontractors are required to maintain pursuant to the New York Labor Law Section 220. Contractor shall maintain with the payrolls or transcripts thereof, the statements signed by each worker pursuant to paragraph (b).

(d) Within thirty days of issuance of the first payroll, and every thirty days thereafter, the Contractor and every subcontractor must submit a transcript of the original payroll to the Department, which transcript must be subscribed and affirmed as true under penalty of perjury.



X. **Offset** In accordance with State Law, the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract. The Department may also (a) assess interest or late payment charges, and collection fees, if applicable; (b) charge a fee for any dishonored check; (c) refuse to renew certain licenses and permits.

XI. **Tax Exemption** Pursuant to Tax Law Section 1116, the State is exempt from sales and use taxes. A standard state voucher is sufficient evidence thereof. For federal excise taxes, New York's registration Number 14740026K covers tax-free transactions under the Internal Revenue Code.

XII. **Litigation Support** In the event that the Department becomes involved in litigation related to the subject matter of this contract, the Contractor agrees to provide background support and other litigation support, including but not limited to depositions, appearances, and testimony. Compensation will be negotiated and based on rates established in the contract, or as may otherwise be provided in the contract.

XIII. **Equipment** Any equipment purchased with funds provided under this contract, shall remain the property of the Department, unless otherwise provided in the contract. The Contractor shall be liable for all costs for maintaining the property in good, usable condition. It shall be returned to the Department upon completion of the contract, in such condition, unless the Department elects to sell the equipment to the Contractor, upon mutually agreeable terms.

XIV. **Inventions or Discoveries** Any invention or discovery first made in performance of this Contract shall be the property of the Department, unless otherwise provided in the contract. The Contractor agrees to provide the Department with any and all materials related to this property. At the Department's option, the Contractor may be granted a non-exclusive license.

XV. **Patent and Copyright Protection**

If any patented or copyrighted material is involved in or results from the performance of this Contract, this Article shall apply.

(a) The Contractor shall, at its expense, defend any suit instituted against the Department and indemnify the Department against any award of damages and costs made against the Department by a final judgment of a court of last resort based on the claim that any of the products, services or consumable supplies furnished by the Contractor under this Contract infringes any patent, copyright or other proprietary right; provided the Department gives the Contractor:

- (1) prompt written notice of any action, claim or threat of infringement suit, or other suit, and
- (2) the opportunity to take over, settle or defend such action at the Contractor's sole expense, and
- (3) all available information, assistance and authority necessary to the action, at the Contractor's sole expense.
- (4) The Contractor shall control the defense of any such suit, including appeals, and all negotiations to effect settlement, but shall keep the Department fully informed concerning the progress of the litigation.

(b) If the use of any item(s) or parts thereof is held to infringe a patent or copyright and its use is enjoined, or Contractor believes it will be enjoined, the Contractor shall have the right, at its election and expense to take action in the following order of precedence:

- (1) procure for the Department the right to continue using the same item or parts thereof;
- (2) modify the same so that it becomes non-infringing and of at least the same quality and performance;
- (3) replace the item(s) or parts thereof with noninfringing items of at least the same quality and performance;
- (4) if none of the above remedies are available, discontinue its use and eliminate any future charges or royalties pertaining thereto. The Contractor will buy back the infringing product(s) at the State's book value, or in the event of a lease, the parties shall terminate the lease. If discontinuation or elimination results in the Contractor not being able to perform the Contract, the Contract shall be terminated.

(c) In the event that an action at law or in equity is commenced against the Department arising out of a claim that the Department's use of any item or material pursuant to or resulting from this Contract infringes any patent, copyright or proprietary right, and such action is forwarded by the Department to the Contractor for defense and indemnification pursuant to this Article, the Department shall copy all pleadings and documents forwarded to the Contractor together with the forwarding correspondence and a copy of this Contract to the Office of the Attorney General of the State of New York. If upon receipt of such request for defense, or at any time thereafter, the Contractor is of the opinion that the allegations in such action, in whole or in part, are not covered by the indemnification set forth in this Article, the Contractor shall immediately notify the Department and the Office of the Attorney General of the State of New York in writing and shall specify to what

extent the Contractor believes it is and is not obligated to defend and indemnify under the terms and conditions of this Contract. The Contractor shall in such event protect the interests of the Department and State of New York and secure a continuance to permit the State of New York to appear and defend its interests in cooperation with Contractor as is appropriate, including any jurisdictional defenses which the Department and State shall have.

(d) The Contractor shall, however, have no liability to the Department under this Article if any infringement is based upon or arises out of: (1) compliance with designs, plans, or specifications furnished by or on behalf of the Department as to the items; (2) alterations of the items by the Department; (3) failure of the Department to use updated items provided by the Contractor for avoiding infringement; (4) use of items in combination with apparatus or devices not delivered by the Contractor; (5) use of items in a manner for which the same were neither designed nor contemplated; or (6) a patent or copyright in which the Department or any affiliate or subsidiary of the Department has any direct or indirect interest by license or otherwise.

(e) The foregoing states the Contractor's entire liability for, or resulting from, patent or copyright infringement or claim thereof.

**XVI. Force Majeure** The term Force Majeure shall include acts of God, work stoppages due to labor disputes or strikes, fires, explosions, epidemics, riots, war rebellion, sabotage or the like. If a failure of or delay in performance by either party results from the occurrence of a Force Majeure event, the delay shall be excused and the time for performance extended by a period equivalent to the time lost because of the Force majeure event, if and to the extent that:

(a) The delay or failure was beyond the control of the party affected and not due to its fault or negligence; and

(b) The delay or failure was not extended because of the affected party's failure to use all reasonable diligence to overcome the obstacle or to resume performance immediately after such obstacle was overcome; and

(c) The affected party provides notice within (5) days of the onset of the event, that it is invoking the protection of this provision.

**XVII. Freedom of Information Requests** The Contractor agrees to provide the Department with any records which must be released in order to comply with a request pursuant to the Freedom of Information Law. The Department will provide the contractor with an opportunity to identify material which may be protected from release

and to support its position.

**XVIII. Precedence** In the event of a conflict between the terms of this Appendix B and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix A), the terms of this Appendix B shall control. In the event of a conflict between the terms of this Appendix B, and the terms of Appendix A, the terms of Appendix A shall control.

**XIX. Article 15-Requirements**

**PARTICIPATION BY MINORITY GROUP MEMBERS AND WOMEN WITH RESPECT TO STATE CONTRACTS: REQUIREMENTS AND PROCEDURES**

**(a) General Provisions**

(1)The Department is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 ("MWBE Regulations") for all State contracts as defined therein, with a value (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction.

(2)The Contractor to the subject contract (the "Contractor" and the "Contract," respectively) agrees, in addition to any other nondiscrimination provision of the Contract and at no additional cost to the New York State Department (the "Department", to fully comply and cooperate with the Department in the implementation of New York State Executive Law Article 15-A. These requirements include equal employment opportunities for minority group members and women ("EEO") and contracting opportunities for certified minority and women-owned business enterprises ("MWBEs"). Contractor's demonstration of "good faith efforts" pursuant to 5 NYCRR §142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the "Human Rights Law") or other applicable federal, state or local laws.

(3)Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or a breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of this Article or enforcement proceedings as allowed by the Contract.



**(b) Contract Goals**

(1) For purposes of this procurement, the Department hereby establishes an overall goal of 30% for Minority and Women-Owned Business Enterprises (“MWBE”) participation, (based on the current availability of qualified MBEs and WBEs).

(2) For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MWBEs found at the following internet address;

<https://ny.newnycontracts.com>

Additionally, the Contractor is encouraged to contact the Division of Minority and Woman Business Development ((518) 292-5250; (212) 803-2414; or (716) 846-8200) to discuss additional methods of maximizing participation by MWBEs on the Contract.

(3) Where MWBE goals have been established herein, pursuant to 5 NYCRR §142.8, Contractor must document “good faith efforts” to provide meaningful participation by MWBEs as subcontractors or suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, the Contractor acknowledges that if Contractor 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 Department for liquidated or other appropriate damages, as set forth herein.

**(c) Equal Employment Opportunity (EEO)**

(1) Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the Division of Minority and Women's Business Development of the Department of Economic Development (the “Division”). If any of these terms or provisions conflict with applicable law or regulations, such laws and regulations shall supersede these requirements. Contractor shall comply with the following provisions of Article 15-A:

(i) Contractor and Subcontractors 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.

(ii) The Contractor shall submit an EEO policy statement to the Department within seventy two (72) hours after the date of the notice by Department to award the Contract to the Contractor.

(iii) If Contractor or Subcontractor does not have an existing EEO policy statement, the Department may provide the Contractor or Subcontractor a model statement. This statement can be found at the link provided in Section 8.

(iv) The Contractor’s EEO policy statement shall include the following language:

- a. The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, age, disability or marital status, will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination, and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its work force.
- b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status.
- c. The Contractor shall request each employer Department, labor union, or authorized representative of workers with which it has a collective bargaining or other agreement or understanding, to furnish a written statement that such employer Department, labor union, or representative will not discriminate on the basis of race, creed, color, national origin, sex age, disability or marital status and that such union or representative will affirmatively cooperate in the

implementation of the Contractor's obligations herein.

- d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 and Paragraph "E" of this Section III, which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.
- e. **EEO Contract Goals** for the purposes of this procurement, the Department hereby establishes a goal of 0% Minority Labor Force Participation, 0% Female Labor Force Participation.

(2) Staffing Plan Form

To ensure compliance with this Section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and Federal occupational categories. Contractors shall complete the Staffing plan form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

(3) Workforce Employment Utilization Report Form ("Workforce Report")

- (i) Once a contract has been awarded and during the term of Contract, Contractor is responsible for updating and providing notice to the Department of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the Contract to report the actual workforce utilized in the performance of the Contract by the specified categories listed including ethnic background, gender, and Federal occupational categories. The Workforce Report must be submitted to report this information.
- (ii) Separate forms shall be completed by Contractor and any subcontractor performing work on the Contract.

- (iii) In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the Contract.

- (2) Contractor shall comply with the provisions of the Human Rights Law, all other State and Federal statutory and constitutional non-discrimination provisions. 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.

**(d) MWBE Utilization Plan**

- (1) The Contractor represents and warrants that Contractor has submitted an MWBE Utilization Plan either prior to, or at the time of, the execution of the contract.
- (2) 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 Appendix.
- (3) 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, Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.

**(e) Waivers**

- (1) For Waiver Requests Contractor should use Waiver Request Form.

(2) If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.

(4) If the Department, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that Contractor is failing or refusing to comply with the Contract goals and no waiver has been issued in regards to such non-compliance, the Department 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.

**(f) Quarterly MWBE Contractor Compliance Report**

Contractor is required to submit a Quarterly MWBE Contractor Compliance Report Form to the Department by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.

**(g) Liquidated Damages - MWBE Participation**

(1) Where Department determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the Department liquidated damages.

(2) Such liquidated damages shall be calculated as an amount equaling the difference between:

- (i) All sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and
- (ii) All sums actually paid to MWBEs for work performed or materials supplied under the Contract.

(3) In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the Department, Contractor shall pay such liquidated damages to the Department within sixty (60) days after they are assessed by the Department unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the

Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the Department.

**(h) Forms**

The following forms referenced in Article XVIII 3-A-3, 3B, 3C and 5A can be found at <http://www.dec.ny.gov/about/48854.html>

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## Appendix C

### Standard Clauses for Ethics in all NYSDEC Contracts

The parties to the attached contract, license, lease, grant, amendment or other agreement of any kind (hereinafter "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract. The word "Offeror" herein refers to any party submitting an application, bid, proposal, or other documents in response to this procurement. The word "Contractor" herein refers to any party to the contract, other than the New York State Department of Environmental Conservation (hereinafter "Department").

#### I. Conflict of Interest

##### A. Procurement Phase:

1. An Offeror will disclose any existing or contemplated relationship with any other person or entity, including relationships with any member, shareholders of 5% or more, parent, subsidiary, or affiliated firm, which would constitute an actual or potential conflict of interest or appearance of impropriety, relating to other clients/customers of the Offeror or former officers and employees of the Agencies and their Affiliates, in connection with the Offeror rendering services enumerated in this procurement. If a conflict does or might exist, the Offeror will describe how the Offeror would eliminate or prevent it. This description will include, but not be limited to what procedures will be followed to detect, notify the Agencies of, and resolve any such conflicts.
2. The Offeror must disclose whether it, or any of its members, shareholders of 5% or more, parents, affiliates, or subsidiaries, have been the subject of any investigation or disciplinary action by the New York State Joint Commission on Public Ethics or its predecessor State entities (collectively, "Commission"), and if so, a brief description must be included in the Offeror's response indicating how any matter before the Commission was resolved or whether it remains unresolved.
3. The Offeror/Contractor has provided a form (Vendor Assurance of No Conflict of Interest or Detrimental Effect attached hereto as **Attachment 4**), signed by an authorized executive or legal representative attesting that the Offeror's/Contractor's performance of the services does not and will not create a conflict of interest with, nor position the Offeror/Contractor to breach any other contract currently in force with the State of New York, that the Offeror/Contractor will not act in any manner that is detrimental to any State project on which the Offeror/Contractor is rendering services.

##### B. Contract Phase:

1. The Contractor hereby reaffirms the attestations made in its proposal and covenants and represents that there is and shall be no actual or potential conflict of interest that could prevent the Contractor's satisfactory or ethical performance of duties required to be performed pursuant to the terms of this contract. The Contractor shall have a duty to notify the Department immediately of any actual or potential conflicts of interest.

2. In conjunction with any subcontract under this contract, the Contractor shall obtain and deliver to the Department, prior to entering into a subcontract, a Vendor Assurance of No Conflict of Interest or Detrimental Effect form, signed by an authorized executive or legal representative of the subcontractor. The Contractor shall also require in any subcontracting agreement that the subcontractor, in conjunction with any further subcontracting agreement, obtain and deliver to the Department a signed and completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form for each of its subcontractors prior to entering into a subcontract.
3. The Department and the Contractor recognize that conflicts may occur in the future because the Contractor may have existing or establish new relationships. The Department will review the nature of any relationships and reserves the right to terminate this contract for any reason, or for cause, if, in the judgment of the Department, a real or potential conflict of interest cannot be cured.
4. In performing this contract, the Contractor recognizes that its employees may have access to data, either provided by the Department or first generated during contract performance, of a sensitive nature which should not be released without prior Department approval. If this situation occurs, the Contractor agrees to obtain confidentiality agreements from all affected employees working on requirements under this contract including subcontractors and consultants. Such agreements shall contain provisions which stipulate that each employee agrees not to disclose, either in whole or in part, to any entity external to the Department, Department of Health or the New York State Department of Law, any information or data provided by the Department or first generated by the Contractor under this contract, any site-specific cost information, or any enforcement strategy without first obtaining the written permission of the Department. If a Contractor, through an employee or otherwise, is subpoenaed to testify or produce documents, which could result in such disclosure, the Contractor must provide immediate advance notification to the Department so that the Department can authorize such disclosure or have the opportunity to take action to prevent such disclosure. Such agreements shall be effective for the life of the contract and for a period of five (5) years after completion of the contract.
5. The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid a conflict of interest, or an unauthorized disclosure of information. If the Contractor fails to make required disclosures or misrepresents relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be allowed by law or other applicable provisions of this contract regarding termination.
6. The Contractor will be ineligible to make a proposal or bid on a contract for which the Contractor has developed the statement of work or the solicitation package.
7. ***If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply to those Contractors whose work requires the application of professional judgment: It does not apply to construction contracts.***

Due to the scope and nature of this contract, the Contractor shall observe the following restrictions on future hazardous waste site contracting for the duration of the contract.

- a. The Contractor, during the life of the work assignment and for a period of three (3) years after the completion of the work assignment, agrees not to enter into a contract with or to

represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

- b. The Contractor agrees in advance that if any bids/proposals are submitted for any work for a third party that would require written approval of the Department prior to entering into a contract because of the restrictions of this clause, then the bids/proposals are submitted at the Contractor's own risk, and no claim shall be made against the Department to recover bid/proposal costs as a direct cost whether the request for authorization to enter into the contract is denied or approved.

## **II. PUBLIC OFFICERS LAW**

Contractors, consultants, vendors, and subcontractors may hire former State Agency or Authority employees. However, as a general rule and in accordance with New York Public Officers Law, former employees of the State Agency or Authority may neither appear nor practice before the State Agency or Authority, nor receive compensation for services rendered on a matter before the State Agency or Authority, for a period of two years following their separation from State Agency or Authority service. In addition, former State Agency or Authority employees are subject to a “lifetime bar” from appearing before the State Agency or Authority or receiving compensation for services regarding any transaction in which they personally participated or which was under their active consideration during their tenure with the State Agency or Authority.

## **III. ETHICS REQUIREMENTS**

The Contractor and its subcontractors shall not engage any person who is, or has been at any time, in the employ of the State to perform services in violation of the provisions of the New York Public Officers Law, other laws applicable to the service of State employees, and the rules, regulations, opinions, guidelines or policies promulgated or issued by the New York State Joint Commission on Public Ethics, or its predecessors (collectively, the “Ethics Requirements”).

The Contractor certifies that all of its employees and those of its subcontractors who are former employees of the State and who are assigned to perform services under this contract shall be assigned in accordance with all Ethics Requirements. During the Term, no person who is employed by the Contractor or its subcontractors and who is disqualified from providing services under this contract pursuant to any Ethics Requirements may share in any net revenues of the Contractor or its subcontractors derived from this Contract. The Contractor shall identify and provide the State with notice of those employees of the Contractor and its Subcontractors who are former employees of the State that will be assigned to perform services under this Contract, and make sure that such employees comply with all applicable laws and prohibitions.

The State may request that the Contractor provide it with whatever information the State deems appropriate about each such person’s engagement, work cooperatively with the State to solicit advice from the New York State Joint Commission on Public Ethics, and, if deemed appropriate by the State, instruct any such person to seek the opinion of the New York State Joint Commission on Public Ethics. The State shall have the right to withdraw or withhold approval of any subcontractor if utilizing such subcontractor for any work performed hereunder would be in conflict with any of the Ethics Requirements. The State

shall have the right to terminate this Contract at any time if any work performed hereunder is in conflict with any of the Ethics Requirements.

#### **IV. SUBCONTRACTING**

The Contractor agrees not to subcontract any of its services, unless as indicated in its proposal, without the prior written approval of the Department. Approval shall not be unreasonably withheld upon receipt of written request to subcontract.

The Contractor may arrange for a portion/s of its responsibilities under this Contract to be subcontracted to qualified, responsible subcontractors, subject to prior approval of the Department. If the Contractor decides to subcontract a portion of the services, the subcontractors must be clearly identified and the nature and extent of its involvement in and/or proposed performance under this contract must be fully explained by the Contractor to the Department. As part of this explanation, the subcontractor must submit to the Department a completed Vendor Assurance of No Conflict of Interest or Detrimental Effect form, as required by the Contractor prior to execution of this contract.

The Contractor retains ultimate responsibility for all services performed under the contract.

All subcontracts shall be in writing and shall contain provisions, which are functionally identical to, and consistent with, the provisions of this contract including, but not limited to, the body of this contract, Appendix A – Standard Clauses for New York State Contracts, Appendix B – Standard Clauses for All New York State Department of Environmental Conservation Contracts, Appendix C - Standard Clauses for Ethics in all New York State Department of Environmental Conservation Contracts, and the Solicitation Document.

Unless waived in writing by the Department, all subcontracts between the Contractor and subcontractors shall expressly name the State, through the Department, as the sole intended third party beneficiary of such subcontract. The Department reserves the right to review and approve or reject any subcontract, as well as any amendment to said subcontract(s), and this right shall not make the Department or the State a party to any subcontract or create any right, claim, or interest in the subcontractor or proposed subcontractor against the Department.

The Department reserves the right, at any time during the term of the contract, to verify that the written subcontract between the Contractor and subcontractors is in compliance with all of the provisions of this Section and any subcontract provisions contained in this contract. The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor's duties under the contract. Any subcontract shall not relieve the Contractor in any way of any responsibility, duty and/or obligation of the contract.

If at any time during performance under this contract total compensation to a subcontractor exceeds or is expected to exceed \$100,000, or as otherwise requested by the Department that subcontractor shall be required to submit and certify a Vendor Responsibility Questionnaire.



APPENDIX **D**

Participation Opportunities  
for New York State Certified  
Service-Disabled Veteran Owned Businesses  
(SDVOB)

PLEASE RETAIN THIS DOCUMENT  
FOR FUTURE REFERENCE

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## Appendix D

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

Veterans' Services Law article 3 provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOB"), thereby further integrating such businesses into New York State's economy. The Department 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 Department 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, Bidders are 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.

The following link includes additional information regarding the responsibilities associated with the Department's SDVOB program: <https://www.dec.ny.gov/about/61016.html#SDVOB>

#### **I. Contract Goals**

- A. The Department hereby establishes an overall goal of 6.0 % for SDVOB participation, based on the current availability of qualified SDVOBs. For purposes of providing meaningful participation by SDVOBs, the Bidder/Contractor should contact the Department's SDVOB lead with questions regarding compliance with SDVOB participation goals at:

**Mark Krisanda**

Contract Management Specialist/SDVOB Program Lead  
Bureau of Contract and Grant Development

**New York State Department of Environmental Conservation**

625 Broadway – 10<sup>th</sup> Floor, Albany, NY 12233-1080

Phone #: (518) 402-9240

[sdvob@dec.ny.gov](mailto:sdvob@dec.ny.gov)

or reference the directory of New York State Certified SDVOBs found at: <https://online.ogs.ny.gov/SDVOB/search> Additionally, following Contract execution, Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veterans' Business Development at 518-474-2015 or <https://ogs.ny.gov/veterans> to discuss additional methods of maximizing participation by SDVOBs on the Contract.

- B. Contractor must document "good faith efforts" to provide meaningful participation by SDVOBs as subcontractors or suppliers in the performance of the Contract (see clause IV below).

## **II. SDVOB Utilization Plan**

- A. Pursuant to 9 NYCRR § 252.2(i), Contractors are required to submit a completed SDVOB Utilization Plan on Form SDVOB 100 prior to contract execution.
- B. The Utilization Plan shall list the SDVOBs that the Bidder intends to use in the performance of the Contract, a description of the work that the Bidder intends the SDVOB to perform to meet the goals on the Contract, the estimated dollar amounts to be paid to an SDVOB, or, if not known, an estimate of the percentage of Contract work the SDVOB will perform. By signing the Utilization Plan, the Bidder acknowledges that making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Any modifications or changes to the agreed participation by SDVOBs after the Contract award and during the term of the Contract must be reported on a revised SDVOB Utilization Plan and submitted to the Department.
- C. The Department will review the submitted SDVOB Utilization Plan and advise the Bidder/Contractor of the Department's acceptance or issue a notice of deficiency within 20 days of receipt.
- D. If a notice of deficiency is issued, Bidder/Contractor agrees that it shall respond to the notice of deficiency, within seven (7) business days of receipt, by submitting to the Department, a written remedy in response to the notice of deficiency. If the written remedy that is submitted is not timely or is found by the Department to be inadequate, the Department shall notify the Bidder/Contractor and direct the Bidder/Contractor to submit, within five business days of notification by the Department, a request for a partial or total waiver of SDVOB participation goals on SDVOB 200. Failure to file the waiver form in a timely manner may be grounds for disqualification of the bid or proposal.
- E. The Department may disqualify a Bidder's bid or proposal as being non-responsive under the following circumstances:
  - (a) If a Bidder fails to submit an SDVOB Utilization Plan;
  - (b) If a Bidder fails to submit a written remedy to a notice of deficiency;
  - (c) If a Bidder fails to submit a request for waiver; or
  - (d) If the Department determines that the Bidder has failed to document good faith efforts.
- F. If awarded a Contract, Contractor certifies that it will follow the submitted SDVOB Utilization Plan for the performance of SDVOBs on the Contract pursuant to the prescribed SDVOB contract goals set forth above.
- G. Contractor further agrees that a failure to use SDVOBs as agreed in the Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Department shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsibility.

## **III. Request for Waiver**

- A. **Prior to submission of a request for a partial or total waiver, Bidder/Contractor shall speak to the Department's Designated Contacts for guidance.**

- B. Pursuant to 9 NYCRR § 252.2(m), a Bidder/Contractor that is able to document good faith efforts to meet the goal requirements, as set forth in clause IV below, may submit a request for a partial or total waiver on Form SDVOB 200, accompanied by supporting documentation. A Bidder may submit the request for waiver at the same time it submits its SDVOB Utilization Plan. If a request for waiver is submitted with the SDVOB Utilization Plan and is not accepted by the Department at that time, the provisions of clauses II (C), (D) & (E) will apply. If the documentation included with the Bidder's/Contractor's waiver request is complete, the Department shall evaluate the request and issue a written notice of acceptance or denial within 20 days of receipt.
- C. Contractor shall attempt to utilize, in good faith, the SDVOBs identified within its SDVOB Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract award may be made at any time during the term of the Contract to the Department, but must be made no later than prior to the submission of a request for final payment on the Contract.
- D. If the Department, upon review of the SDVOB Utilization Plan and Monthly SDVOB Compliance Report (SDVOB 101) determines that Contractor is failing or refusing to comply with the contract goals and no waiver has been issued in regards to such non-compliance, the Department may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven business days of receipt. Such response may include a request for partial or total waiver of SDVOB contract goals.

Waiver requests should be sent to:

Mark Krisanda  
Contract Management Specialist/SDVOB Program Lead  
Bureau of Contract and Grant Development  
New York State Department of Environmental Conservation  
625 Broadway – 10<sup>th</sup> Floor, Albany, NY 12233-1080  
Phone #: (518) 402-9240  
[sdvob@dec.ny.gov](mailto:sdvob@dec.ny.gov)

#### **IV. Required Good Faith Efforts**

Pursuant to 9 NYCRR § 252.2(n), Contractors must document their good faith efforts toward utilizing SDVOBs on the Contract. Evidence of required good faith efforts shall include, but not be limited to, the following:

- (1) Copies of solicitations to SDVOBs and any responses thereto.
- (2) Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected.
- (3) Information describing the specific steps undertaken to reasonably structure the Contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs.
- (4) Other information deemed relevant to the waiver request.

**V. Quarterly SDVOB Contractor Compliance Report**

Pursuant to 9 NYCRR § 252.2(q), the Contractor is required to report quarterly SDVOB Contractor Compliance to the Department during the term of the Contract for the preceding month's activity, documenting progress made towards achieving the Contract SDVOB goals. This information must be submitted using form SDVOB 101 distributed by the Department's SDVOB program and should be completed by the Contractor and submitted to the Department, by the 20th day of October, January, April, and July during the term of the Contract, for that quarter's activity to:

Mark Krisanda  
Contract Management Specialist/SDVOB Program Lead  
Bureau of Contract and Grant Development  
New York State Department of Environmental Conservation  
625 Broadway – 10<sup>th</sup> Floor, Albany, NY 12233-1080  
Phone #: (518) 402-9240  
[sdvob@dec.ny.gov](mailto:sdvob@dec.ny.gov)

**VI. Breach of Contract and Damages**

Pursuant to 9 NYCRR § 252.2(s), any Contractor found to have willfully and intentionally failed to comply with the SDVOB participation goals set forth in the Contract, shall be found to have breached the contract and Contractor shall pay damages as set forth therein.

## **SECTION VIII**

### ***General Conditions***

#### ***ARTICLE 1 - Preliminary Matters***

##### ***Copies of Documents:***

- 1.1 Department shall furnish to Contractor without charge up to five (5) copies of the Contract Documents. Additional copies of the Contract Documents will be furnished, upon request, at the cost of reproduction.

##### ***Preconstruction Conference:***

- 1.2 No later than twenty (20) calendar days after the Effective Date of the Agreement, but before Contractor starts the Work, a conference will be held on a date and at a location set by Department to:
  - 1.2.1 Review, item by item, the requirements of this Article;
  - 1.2.2 Review the qualifications of Contractor's resident superintendent and the qualifications of any Subcontractors and Suppliers of Contractor;
  - 1.2.3 Discuss Contractor's plans for complying with the requirements of Article 5 – *Contractor's Responsibilities* of the General Conditions;
  - 1.2.4 Formalize procedures for processing of Administrative Agreements, Payment Applications, Shop Drawings and other submittals, Change Orders and Proposed Change Orders, and Contractor requests for clarifications and interpretation of Contract Documents;
  - 1.2.5 Establish a working understanding among the parties as to the Work; and
  - 1.2.6 Discuss any conflicts, errors or discrepancies that Contractor has discovered by review of the Contract Documents.

##### ***Commencement of Contract Time and Start of Work at Site:***

- 1.3 Before starting, Contractor shall carefully study and compare the Contract Documents and check and verify pertinent figures shown thereon and all applicable field measurements. Contractor shall immediately report in writing to Engineer any conflict, error or discrepancy which Contractor may discover and shall obtain a written interpretation or clarification from Engineer before proceeding with any Work affected thereby.
- 1.4 Before a Contractor may commence Work on the site but no later than ten (10) calendar days after Notice of Award, Contractor shall submit to Engineer for review and acceptance:
  - 1.4.1 An interim progress schedule indicating Contractor's anticipated schedule for the Work for the first three (3) months in detail and for the remainder of the Work in

summary form. If Contractor doesn't intend to perform Work on the date when Contract Time commences, Contractor must notify Department as soon as possible in writing when work will commence so inspection services can be scheduled to minimize cost to the Department. The interim progress schedule shall include the information specified in paragraphs 1.4.2 and 1.4.3.

- 1.4.2 An interim schedule of Shop Drawing, material, soil characteristic, sample collection and analytical test result submissions covering the various stages of Work detailed in the first three (3) months of the interim Progress Schedule; and
  - 1.4.3 An interim schedule of values on the form provided by Engineer covering the various stages of Work detailed in the first three (3) months of the interim Progress Schedule. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work which will be confirmed in writing by Contractor at the time of submission.
- 1.5 Contractor shall start to perform the Work on the date specified in the Notice to Proceed in a manner consistent with the Contract Documents. No Work shall be done prior to the date specified in the Notice to Proceed unless written permission to do so is given by the Department to the Contractor.

***Finalizing Interim Schedules:***

- 1.6 Contractor shall submit a proposed progress schedule to finalize the interim schedules submitted in accordance with paragraph 1.4 and the requirements of the Progress Schedule Section of the Standard Specification no later than twenty (20) days after starting work at the site. The progress schedule shall be acceptable to Engineer and Department as providing an orderly progression of the Work to completion within the Contract Time, but such acceptance will not relieve Contractor from full responsibility for the progress or scheduling of the Work. The schedule of Shop Drawing, material, soil characteristic, sample collection, and analytical test results submissions shall be acceptable to Engineer and Department as providing a workable arrangement for processing the submissions. The schedule of values shall be acceptable to Engineer and Department as to form and substance. The first Application for Payment shall not be processed unless Contractor has submitted acceptable schedules.

***ARTICLE 2 - Contract Documents: Intent, Amending, Reuse***

***Intent:***

- 2.1 The Contract Documents comprise the entire agreement between Department and Contractor concerning the Work. The Contract Documents are complementary; what is called for by one is as binding as if called for by all.
- 2.2 The Contract Documents describe a functionally complete Project (or part thereof) to be constructed in accordance with the Contract Documents. Any work, materials or equipment that may be necessary to satisfactorily complete the contract must be supplied whether or not specifically called for. When words which have a well-known technical or trade meaning are used to describe Work, materials or equipment, such words shall be interpreted in accordance with that meaning. Reference to standard specifications, manuals or codes of any technical society, organization or association, or to the Laws of



any governmental authority, whether such reference be specific or by implication, shall mean the latest standard specification, manual, code or Laws in effect at the time of opening of Bids (or, on the Effective Date of the Agreement if there were no Bids), even though reference may be specifically made to an earlier standard. If there is any conflict or discrepancy between standard specifications, manuals, or codes of any technical society, organization or association, or between Laws, the Engineer shall determine which shall apply and shall be binding on Contractor. Contractor has a duty to comply with the latest standard specification, manual, code, or Laws in effect at the time of opening of bids, without any increase in Contract Price or extension in Contract Time. Clarifications and interpretations of the Contract Documents shall be issued by Engineer as provided in paragraph 8.4. However, no provision of any referenced standard specification, manual or code (whether or not specifically incorporated by reference in the Contract Documents) shall be effective to change the duties and responsibilities of Department, Contractor or Engineer or any of their consultants, agents or employees from those set forth in the Contract Documents. If there is any conflict or discrepancy between the provisions of the Contract Documents and any such referenced standard specification, manual, or code of any technical society, organization or association, the provisions of the Contract Documents will take precedence.

- 2.3 If during the performance of the Work, Contractor finds a conflict, error or discrepancy in the Contract Documents, Contractor shall so report to Engineer in writing at once and before proceeding with the Work affected thereby, and shall obtain a written interpretation or clarification.

Engineer will promptly investigate the matter and respond to Contractor. Until such interpretation or clarification is obtained from Engineer, any Work done by Contractor after the discovery of such a conflict, error or discrepancy, which is directly or indirectly affected by same, will be at Contractor's own risk and Contractor shall bear all cost arising therefrom. In resolving such conflicts, errors or discrepancies, the Contract Documents shall be given preference in the following order:

- 2.3.1 First, in accordance with the order of preference stated in the conflicting parts of the Contract Documents as provided by Article 4 of the Agreement;
- 2.3.2 In all cases, figured dimensions shall govern over scaled dimensions, but Work not dimensioned shall be as directed, and Work not particularly shown, identified, sized, or located shall be the same as similar parts that are shown or specified. Detail Drawings shall govern over general Drawings, larger scale Drawings take precedence over smaller scale Drawings, Change Order or Proposed Change Order Drawings govern over Contract Drawings, and approved Shop Drawings govern over Contract Drawings. Specifications shall govern as to products, execution and workmanship, and Drawings shall govern as to locations, dimensions, or quantities to be furnished. Further, in all cases where specifications, notes or details in two or more Specifications, or in two or more Drawings, conflict, the requirement calling for the larger quantities, or higher quality product or workmanship shall prevail and be binding on Contractor, unless otherwise directed by Engineer.

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

2.4 The Contract Documents may be amended to provide for additions, deletions and revisions in the Work or to modify the terms and conditions thereof in one or more of the following ways as defined in Section 2, "Terms and Definitions."

2.4.1 An Administrative Agreement,

2.4.2 A Change Order (pursuant to Article 9), or

2.4.3 A Proposed Change Order signed by Department (pursuant to Article 9).

Contract Price and Contract Time may only be changed by a Change Order.

2.5 In addition, the requirements of the Contract Documents may be supplemented, and minor variations and deviations in the Work may be authorized, not involving an adjustment in Contract Price or Contract Time, in one or more of the following ways:

2.5.1 A Field Order (pursuant to Article 8.4),

2.5.2 Engineer's approval of a Shop Drawing or sample (pursuant to Article 5.23 thru 5.29), or

2.5.3 Engineer's written interpretation or clarification (pursuant to Article 8.3).

***Reuse of Documents:***

2.6 Neither Contractor nor any Subcontractor or Supplier or other person or organization shall 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 Design Engineer; and they shall not reuse any of them on extensions of the Project or any other project without the written consent of Engineer, Design Engineer, and Department.

***ARTICLE 3 - Availability of Lands; Physical Conditions; Reference Points***

***Availability of Lands:***

3.1 As indicated in the Contract Documents, Department shall make available the lands upon which the Work is to be performed, rights-of-way and easements for access thereto, and such other lands as are designated for the use of Contractor. Easements or other authority for permanent structures or permanent changes in existing facilities will be obtained and paid for by Department, unless otherwise provided in the Contract Documents. If Contractor believes that any delay in Department's furnishing of these lands or easements entitles Contractor to an extension of the Contract Time, Contractor may make a request therefore as provided in Article 10 of the General Conditions. If Department and Contractor are unable to agree concerning such an extension, a claim may be made as provided in Articles 9, 10 and 11 of the General Conditions.

3.2 Any lands and easements for access not furnished by Department which Contractor deems necessary for the Work, including but not limited to requirements for temporary construction facilities, access and egress, or for storage of materials, shall be provided by

Contractor at no increase in Contract Price nor extension in Contract Time. Contractor shall obtain all necessary permits and written approvals from the appropriate jurisdictional agencies and property owner(s) for use of premises not furnished by Department as described above, and for the use of all off-site areas needed for the Work including but not limited to off-site borrow pits, and waste and disposal areas. If permits and approvals do not specify the required treatment, if any, of said areas during and at the completion of the Work, the Progress Schedule must describe such treatment. Copies of all permits and approvals applicable to said areas shall be filed with the Engineer before utilization of any said areas. Contractor shall have sole responsibility for any property damage or personal injuries occasioned by an act or omission of Contractor in respect to all lands, and easements obtained pursuant to this paragraph.

- 3.3 Engineering survey horizontal and vertical control reference points for construction which are specified in the Contract Documents or which in Engineer's judgment are necessary to enable Contractor to proceed with the Work, will be provided by Department. Contractor shall be responsible for laying out the Work using such reference points, shall protect and preserve the established reference points; and shall make no changes or relocations without the prior written approval of Engineer. Contractor shall notify Engineer in writing whenever any reference point is lost or destroyed or requires relocation because of necessary changes in grades or locations; and shall be responsible for the accurate replacement or relocation of such reference points by a New York State licensed surveyor at Contractor's expense.

***Physical Conditions and Existing Structures:***

- 3.4 **Explorations and Reports:** Reference is made to the Supplementary Bidding Information and Requirements for identification of those reports of explorations and tests of conditions at the site that have been utilized by the Design Engineer in preparation of the Contract Documents; and for identification of those drawings of physical conditions in or relating to existing surface structures (except Underground Facilities referred to in paragraphs 3.5 and 3.6) which are at or contiguous to the site that have been utilized by Design Engineer in preparation of the Contract Documents. Contractor may rely upon the accuracy of the technical data contained in such reports, as to the location where and at the point in time when data was obtained, but not upon non-technical data, interpretations or opinions contained therein or for the completeness thereof for Contractor's purposes. Except as indicated in the Bidding Information and Requirements Section and, in paragraphs 3.9 and 3.10, Contractor shall have full responsibility with respect to subsurface conditions which Contractor could reasonably expect or foresee by reason of the technical data and Contractor's inspection of the site, and with respect to physical conditions in or relating to such surface structures.

***Physical Conditions - Underground Facilities Shown or Indicated:***

- 3.5 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 the Design Engineer by the owners of such Underground Facilities or by others. Unless it is otherwise expressly provided in the Supplementary Conditions:
- 3.5.1 Department shall not be responsible for the accuracy or completeness of any such information or data; and,

- 3.5.2 Contractor shall have responsibility: a) for reviewing and checking all such information and data; b) for locating all Underground Facilities shown or indicated in the Contract Documents as to depth and alignment in advance of installations, backfilling or other work required by the Contract Documents; c) for coordination of the Work with the owners of such Underground Facilities during construction, d) for the safety and protection thereof, and e) for repairing any damage thereto resulting from the Work. The cost of and the time required to perform the responsibilities outlined in this paragraph will be considered as having been included in the Contract Price and in Contractor's schedule for the performance of the Work within the prescribed Contract Time(s) and Contractor shall not be entitled to additional payment therefor.
- 3.5.3 Contractor shall excavate and uncover all Underground Facilities to be crossed or paralleled by the proposed Work a sufficient time in advance to permit change in line and grade of the existing Underground Facility or the proposed Work if the location of the existing Underground Facility should interfere with the Work. Further, a reasonable interval of time, up to thirty (30) days, will be allowed to Engineer and Department in order to resolve issues relating to Underground Facilities shown or indicated which are determined to interfere with the Work. This interval of time will be considered as having been included in the Contract Price and in Contractor's schedule for the performance of the Work within the Contract Time unless otherwise agreed to in writing by Department. If more than thirty (30) days is consumed in resolving such issues, no claim will be allowed unless: 1) Contractor has given the notice required in paragraph 3.7 of the General Conditions, and 2) within fifteen (15) days thereafter, Contractor has submitted to Department a written Proposed Change Order claim in accordance with the requirement of Article 9, 10 and 11 of the General Conditions and the Standard Specifications.
- 3.5.4 Where it is necessary for the Work to be close to or between other underground facilities or structures for short distances, Contractor shall shore, block, and protect the other underground facilities or structures to the satisfaction of the utility agency, state agency, municipality or private owner having ownership or jurisdiction over said underground facilities or structures.
- 3.5.5 Access to various municipal structures shall not be obstructed by Contractor to prevent use of hydrants, valves, manholes, fire alarms, etc. Contractor is to make no connections to existing water mains, or operate valves on existing mains, or otherwise interfere with the operation of the existing water distribution system, without first giving written notice to the owners of such municipal structures and securing their written approval, and satisfactory fulfillment of applicable permits, fees, or requirements of the proposed action.

***Underground Facilities Not Shown or Indicated:***

- 3.6 If an Underground Facility is uncovered or revealed at or contiguous to the site which was not shown or indicated in the Contract Documents and which Contractor could not reasonably have been expected to be aware of, Contractor shall promptly after learning thereof and before performing any Work affected thereby (except in an emergency as permitted by paragraph 5.23), identify the owner of such Underground Facility and give written notice of such uncovering to that owner and to Engineer and Department.

Engineer and Department will promptly review the situation to determine the extent to which the Contract Documents should be modified to reflect and document the consequences of the existence of the Underground Facility, and take prompt action to amend the Contract Documents to the extent necessary. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility as provided in paragraph 5.20.

- 3.6.1 Contractor shall schedule excavation and uncovering Work to begin a sufficient time in advance to allow Engineer's review and the possible amendment to the Contract Documents if unanticipated Underground Facilities are discovered as described in paragraph 3.6. Further, up to thirty (30) days, will be allowed to Engineer and Department to resolve issues and problems related to a report of newly discovered Underground Facilities, not shown or indicated. This interval of time will be considered as having been included in the Contract Price and in Contractor's schedule for the performance of the Work within the Contract Time and Contractor shall not be entitled to any additional payment therefor.
- 3.6.2 No claim by Contractor under paragraph 3.6 of the General Conditions will be allowed unless more than thirty (30) days has elapsed and 1) Contractor has given the notice required in paragraph 3.7 of the General Conditions, and 2) within fifteen (15) days thereafter, Contractor has submitted to Department a written Proposed Change Order claim in accordance with the requirements of Articles 8, 9, 10 and 11 of the General Conditions, and the Standard Specifications.

***Report of Differing Site Conditions:***

- 3.7 If Contractor believes that any subsurface or physical condition uncovered or revealed at the site renders materially inaccurate any information in the Contract Documents or technical data on which Contractor was entitled to rely as provided in paragraph 3.4, Contractor shall, immediately after becoming aware thereof and before performing any Work in connection therewith (except in an emergency as permitted by paragraph 5.23), notify Department and Engineer in writing about the inaccuracy or difference to allow Department and Engineer to make any necessary changes to minimize the cost of the Work.
- 3.8 **Engineer's and Department's Review:** Engineer and Department will promptly review the pertinent conditions, determine the necessity of obtaining additional explorations or tests with respect thereto, and notify Contractor in writing of findings and conclusions. Immediately thereafter, Department shall perform or cause to be performed any necessary or appropriate additional investigations and tests with respect to the newly discovered conditions and furnish copies to Contractor.
- 3.9 **Possible Document Change:** If Engineer concludes that there is a material error in the Contract Documents or that because of newly discovered conditions a change in the Contract Documents is required, a Proposed Change Order or a Change Order will be issued as provided in Article 9 to reflect and document the consequences of the inaccuracy or difference, provided Department has not exercised its right to suspend or terminate under Article 14 of Section 8, "General Conditions", Appendix B, or Article 12 of Section 6 "Agreement."

- 3.10 Possible Contract Adjustment: An increase or decrease in the cost of, or the time required to perform any part of the Work, whether or not affected by such differing conditions, and a corresponding adjustment in Contract Price or Contract Time in accordance with Articles 9, 10 and 11 of the General Conditions, or any combination thereof, may be allowable to the extent that they are attributable to any such inaccuracy or difference which Contractor could not reasonably have been expected to anticipate or be aware of. If Department and Contractor are unable to agree as to the adjustment in Contract Price or Contract Time, or if Engineer concludes that there is not a material error in the Contract Documents, or that the uncovered or revealed condition could reasonably have been anticipated by Contractor, and Contractor disagrees, a claim may be made therefor as provided in Articles 9, 10 and 11 of the General Conditions.
- 3.11 No claim by Contractor under paragraph 3.10 of the General Conditions will be allowed unless: 1) Contractor has given the written notice required in paragraph 3.7 of the General Conditions, and 2) within fifteen (15) days thereafter, Contractor has submitted to Department a written Proposed Change Order substantiating in detail Contractor's proposed adjustments in accordance with the requirements of Articles 9, 10 and 11 of the General Conditions, and the Standard Specifications.
- 3.12 Responsibilities and Allowances: Contractor shall schedule excavation and uncovering of Work to begin a sufficient time in advance to allow Engineer's review as described in paragraph 3.8, and Department's issuance of a Change Order or a Proposed Change Order as described in paragraph 3.9 in connection with a report of differing conditions. Further, a reasonable interval of time, not less than thirty (30) days will be allowed to Engineer and Department for those functions required to resolve any report of differing conditions. This interval of time will be considered as having been included in the Contract Price and in Contractor's schedule for the performance of the Work within the Contract Time. If more than thirty (30) days is used, no claim will be allowed unless (1) Contractor has given the written notice required in paragraph 3.7 of the General Conditions, and (2) within fifteen (15) days thereafter, Contractor has submitted to Department a written Proposed Change Order claim in accordance with the requirements of Articles 8, 9, 10 and 11 of the General Conditions, and the Standard Specifications.

**ARTICLE 4 - Bonds and Insurance**

**Performance and Other Bonds:**

- 4.1 Contractor shall furnish performance, labor and material payment Bonds, each in an amount at least equal to the Contract Price as security for the faithful performance and payment of all Contractor's obligations under the Contract Documents. These Bonds shall remain in effect until at least one year after the date when final payment is made, unless otherwise provided by Law or by the Contract Documents. Contractor shall also furnish such other Bonds as are required by the Supplementary Conditions. All Bonds shall: a) be in the form prescribed by the Contract Documents; and b) be executed by such sureties as are named in the current list of "Companies Holding Certificates of Authority as Acceptable Sureties on Federal Bonds and As Acceptable Reinsuring Companies" as published by the U.S. Treasury Department. Also the surety shall be licensed to do business in New York State. All Bonds signed by an agent must be accompanied by an original or a certified true copy of the agent's power of attorney. Contractor's failure to submit and keep in effect a Bond or form of financial security acceptable to Department in the manner required by this paragraph shall be cause for termination. Contractor shall

give written notice to Department and reference the site number and project name, if the surety on any Bond furnished by Contractor is declared bankrupt, becomes insolvent, its right to do business is involuntarily terminated by any state or federal agency, it ceases to meet the requirements of paragraph 4.1, Contractor, if required by Department, shall within fourteen days substitute another Bond or Surety, in an acceptable form of financial security. The top of all bonds shall have "NYSDEC-DER Site No. 828016".

If the provision of any bond requires that the surety be notified of any change in the Work, it shall be Contractor's responsibility to so notify the surety. Contractor shall furnish Department any modified bond.

***Insurance - All Types:***

4.2 The Contractor shall procure, at its sole cost and expense, all insurance required herein. During the term of the contract and any renewal or extensions thereof, the Contractor shall maintain in force, at its sole and cost expense, policies of insurance as required herein. All insurance required herein shall be written by companies that have an A.M. Best Company rating of "A-," Class "VII" or better. In addition, companies writing insurance intended to comply with the requirements herein should be licensed or authorized by the New York State Department of Financial Services to issue insurance in the State of New York. The Department may, in its sole discretion, accept policies of insurance written by a non-authorized carrier or carriers when certificates and/or other policy documentation are accompanied by a completed Excess Lines Association of New York (ELANY) affidavit or other documents demonstrating the company's strong financial rating. If, during the term of a policy, the carrier's A.M. Best rating falls below "A-," Class "VII," the insurance must be replaced, on or before the renewal date of the policy, with insurance that meets the requirements above.

The Contractor shall furnish to the Department a certificate or certificates with the appropriate endorsements showing that it has complied with this Article. The insurance documentation shall provide that:

- A. Liability and protective liability insurance policies shall provide primary and non-contributory coverage to the NYS Department of Environmental Conservation for any claims arising from the Contractor's Work under this contract, or as a result of the Contractor's activities. Insurance policies will not be accepted that:
  - A.1 Remove or restrict blanket contractual liability located in the "insured contract" definition (as stated in Section V, Number 9, Item f in the ISO CGL policy) so as to limit coverage against claims that arise out of work; or
  - A.2 Remove or modify the "insured contract" exception to the employers liability exclusion; or
  - A.3 Do not cover the additional insured for claims involving injury to employees of the named insured or subcontractors.

**The Contractor shall provide fully-completed ACORD 855 New York Construction Certificate of Liability Insurance Addendum along with specified General Liability certificate and accompanying endorsements.**

- B. The State of New York, NYS Department of Environmental Conservation, its officers, agents and employees, Division of Environmental Remediation, Remedial Bureau E, 625 Broadway, Albany, NY 12233-7017, shall be listed as Certificate Holder on all liability insurance certificate(s), as additional insureds on endorsement(s) and on additional supporting documentation.
- C. The policies shall include a waiver of subrogation endorsement in favor of the Department as an additional insured. The endorsement shall be on ISO Form number CG 24 04 or a similar form with same modification to the policy.
- D. Policies shall not be changed or canceled until thirty (30) days prior written notice has been given to the Department; as evidenced by an endorsement or declarations page.
- E. Insurance documentation shall disclose any deductible, self-insured retention, aggregate limit or any exclusion to the policy that materially changes the coverage required by the Contract.
- F. Endorsements in writing must be added to and made part of the insurance contract for the purpose of changing the original terms to reflect the revisions and additions as described. A copy of these endorsements must be provided to the Department.
- G. Applicable insurance policy number(s) referenced on the ACORD form must be referenced in the supporting documentation requested by the Department and supplied by the insurance company (e.g. endorsement page, declarations page, etc.).
- H. Worker's Compensation and Disability Benefits certificates shall name the New York State Department of Environmental Conservation, Division of Environmental Remediation, Remedial Bureau E, 625 Broadway, Albany, NY 12233-7017, as entity requesting proof of coverage.
- I. This Contract shall be void and of no effect unless the Contractor procures the required insurance policies and maintains them until acceptance or completion of the work, whichever event is later. If at any time during the term of this contract the coverage provisions and limits of the policies required herein do not meet the provisions and limits set forth in the Contract or proof thereof is not provided to the Department, the Contractor shall immediately cease Work on the Project. The Contractor shall not resume Work on the Project until authorized to do so by the Department. Any delay, time lost, or additional cost incurred as a result of the Contractor not having insurance required by the Contract or not providing proof of same in a form acceptable to the Department, shall not give rise to a delay claim or any other claim against the Department. Should the Contractor fail to provide or maintain any insurance required by this contract, or proof thereof is not provided to the Department, the Department may withhold further contract payments, treat such failure as a breach or



default of this contract, and/or, after providing written notice to the Contractor, require the Surety “if any” to secure appropriate coverage and/or purchase insurance complying with the Contract and charge back such purchase to the Contractor.

- J. Should the Contractor engage a subcontractor, the Contractor shall endeavor to impose the insurance requirements of this document on the subcontractor, as applicable. The Contractor shall determine the required insurance types and limits, commensurate with the work of the subcontractor and maintain the certificate or certificates and endorsements for all subcontractors hired as part of the Contractor’s records.

**The following types and amounts of insurance are required for this Contract:**

- 4.2.1 **Workers’ Compensation:** For work to be performed in New York State, the Contractor shall provide and maintain full New York State coverage during the life of this contract for the benefit of such employees as are required to be covered by the New York State Workers’ Compensation Law.

If the agreement involves work on or near a shoreline, a U.S. Longshore and Harbor Workers’ Compensation Act and/or Jones Act policy as applicable must be provided. Any waiver of this requirement must be approved by the Department and will only be granted in unique or unusual circumstances.

Evidence of Workers’ Compensation and Employers Liability coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers’ Compensation Board:

FORM #	FORM TITLE
C-105.2	Certificate of Workers’ Compensation Insurance (September 2007, or most current version)
U-26.3	State Insurance Fund Version of the C-105.2 form
SI-12/ GSI-105.2	Certificate of Workers’ Compensation Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

***Please note that ACORD forms are NOT acceptable proof of New York State Workers’ Compensation Insurance coverage.***

Additional information can be obtained at the Workers’ Compensation website:  
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

- 4.2.2 **Disability Benefits:** For work to be performed in New York State, 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 New York State Disability Benefits Law.

Any waiver of this requirement must be approved by the Department of Environmental Conservation and will only be granted in unique or unusual circumstances.

Evidence of Disability Benefits coverage must be provided on one of the following forms specified by the Chairman of the New York State Workers' Compensation Board:

FORM #	FORM TITLE
DB-120.1	Certificate of Insurance Coverage under the New York State Disability Benefits Law
DB-155	Certificate of Disability Self-Insurance
CE-200	Certificate of Attestation of Exemption (when Contractor meets the requirements.)

All forms are valid for one year from the date the form is signed/stamped, or until policy expiration, whichever is earlier.

***Please note that ACORD forms are NOT acceptable proof of New York State Disability Benefits Insurance coverage.***

Additional information can be obtained at the Workers' Compensation website:  
<http://www.wcb.ny.gov/content/main/Employers/Employers.jsp>

4.2.3 **Commercial General Liability Insurance:** Contractor shall provide and maintain Commercial General Liability Insurance (CGL) covering the liability of the Contractor for bodily injury, property damage, and personal/advertising injury arising from all work and operations under this contract. The limits under such policy shall not be less than the following:

- Each Occurrence limit – \$2,000,000
- General Aggregate – \$5,000,000
- Products/Completed Operations – \$5,000,000
- Personal & Advertising Injury - \$1,000,000
- Damage to Rented Premises - \$50,000
- Medical Expense - \$5,000

Coverage shall include, but not be limited to, the following:

- premises liability;
- independent contractors;
- blanket contractual liability, including tort liability of another assumed in a contract;
- defense and/or indemnification obligations, including obligations assumed under this contract
- cross liability for additional insureds;
- products/completed operations for a term of no less than 3 years, commencing upon acceptance of the work, as required by the contract;
- explosion, collapse, and underground hazards;
- contractor means and methods; and
- liability resulting from Section 240 or Section 241 of the New York State Labor Law.

The following ISO forms must be endorsed to the policy:

CG 20 10 11 85 or an equivalent – Additional Insured-Owner, Lessees or Contractors  
CG 25 03 11 85 or an equivalent – Designated Construction Project(s) general aggregate limit (only required for construction contracts).

Limits may be provided through a combination of primary and umbrella/excess liability policies. The CGL aggregate shall be endorsed to apply on a per project basis for construction contracts.

- 4.2.4 **Business Automobile Liability:** Contractor shall provide and maintain Business Automobile Liability insurance covering liability arising out of the use of any registered motor vehicle in connection with the contract, including owned, leased, hired and non-owned vehicles. Such policy shall have a combined single limit for Bodily Injury and Property Damage of at least \$1,000,000

If the Contractor does not own, lease or hire any registered motor vehicles or will not be using any vehicles on State Land proof of Business Automobile Liability Insurance shall not be required for this Contract. However, Contractor is required to execute Business Automobile Liability Insurance Attestation.

The Contractor shall assume full responsibility and liability that owners and operators of any registered motor vehicles entering State Land to conduct work under this contract carry the same Business Automobile Liability Insurance of the kinds and amounts listed above. NYS Department of Environmental Conservation reserves the right to request proof of the same.

- 4.2.5 **Environmental Liability:** Contractor shall procure, or otherwise obtain through an approved subcontractor, and maintain in full force and effect throughout the term of the contract, and for two years after completion hereof, pollution legal liability insurance with limits of not less than \$5,000,000 providing primary coverage for bodily injury and property damage, including loss of use of damaged property or of property that has not been physically injured. Such policy shall provide coverage for actual, alleged or threatened emission, discharge, dispersal, seepage, release or escape of pollutants, including any loss, cost or expense incurred as a result of any cleanup of pollutants or in the investigation, settlement or defense of any claim, suit, or proceedings against the Department of Environmental Conservation arising from the Contractor's work.

This requirement applies to mold as well, if excluded in the commercial general liability policy.

If vehicles are to be used for transporting hazardous materials, the Contractor shall also provide pollution liability broadened coverage for covered autos (endorsement CA 01 12 03 06) as well as proof of MCS 90.

- 4.2.6 **Professional Liability:** The Contractor shall procure and maintain during and for a period of three (3) years after completion of this contract, Professional Liability Insurance in the amount of \$2,000,000 issued to and covering damage for liability imposed on the Contractor by this contract or law arising out of any negligent act, error, or omission in the rendering of or failure to render professional services required by this contract. The professional liability insurance may be issued on a claims-made policy form, in which case

the Contractor shall purchase at its sole expense, extended Discovery Clause coverage of up to three (3) years after work is completed if coverage is cancelled or not renewed. The Contractor shall provide coverage for its negligent act, error or omission in rendering or failing to render professional services required by this contract arising out of specifications, installation, modification, abatement, replacement or approval of products, materials or processes containing pollutants, and the failure to advise of or detect the existence or the proportions of pollutants.

Should any subcontractor(s) or supplier(s) retained by the Contractor provide professional services requiring design (i.e. the signature, stamp or certification of a licensed professional), the Contractor shall collect Professional Liability Insurance from the subcontractor(s) or supplier(s) and retain said insurance as part of the contract documents.

**4.2.7 Owners and Contractors Protective Liability:** The Contractor shall obtain a separate Owners/Contractors Protective Liability (OCP) Policy as follows:

- For work related to street, road, highway, and/or bridge work
  - Form CG 00 09, Owners and Contractors Protective Liability Coverage form – Coverage for Operations of the Designated Contractor; AND
  - Form CG 00 14, Special Protective and Highway Liability Policy – New York Department of Transportation
- For projects not related to street, road, highway, and/or bridge work
  - Form CG 00 09, Owners and Contractors Protective Liability Coverage form – Coverage for Operations of the Designated Contractor ONLY

The policy shall be written on a project basis for the benefit of the People of the State of New York, the Department, its officers, agents, and employees, with respect to all operations under this contract by the Contractor or its subcontractors, including in such coverage any omissions and supervisory acts of the Department, its officers, agents, and employees.

The State of New York and the NYS Department of Environmental Conservation, Division of Environmental Remediation, Remedial Bureau E, 625 Broadway, Albany, NY 12233-7017 shall be the Named Insured in the OCP Policy, which shall be promptly furnished to the Department. OCP policy limits shall be no less than \$1 Million (Each Occurrence) / \$2 Million (General Aggregate).

**4.2.8 Contractor's Equipment:** The Contractor shall secure, pay for, and maintain Property Insurance necessary for protection against the loss of owned, borrowed or rented capital equipment and tools, including any tools owned by employees, and any tools or equipment, staging towers, and forms owned, borrowed or rented by the Contractor. The requirement to secure and maintain such insurance is solely for the benefit of the Contractor. Failure of the Contractor to secure such insurance or to maintain adequate levels of coverage shall not render the Department or their agents and employees responsible for any losses; and the Department, their agents and employees shall have no such Liability.

- 4.2.9 **Umbrella and Excess Liability:** When the limits of the CGL, Auto, and/or Employers' Liability policies procured are insufficient to meet the limits specified, the Contractor shall procure and maintain Commercial Umbrella and/or Excess Liability policies with limits in excess of the primary; provided, however, that the total amount of insurance coverage is at least equal to the requirements set forth above. Such policies shall follow the same form as the primary.

**ARTICLE 5 - Contractor's Responsibilities**

***Supervision and Superintendence:***

- 5.1 Contractor shall supervise and direct the Work required by the contract 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 responsible for the means, methods, techniques, sequences and procedures of construction; except that Contractor shall not be responsible for the negligence of others in the design or selection of a specific means, method, technique, sequence or procedure of construction which is indicated in and required by the Contract Documents. Contractor shall be responsible to see that the finished Work conforms with the Contract Documents.
- 5.2 Contractor shall keep on the Site of the Work at all times during its progress, a competent and reliable resident superintendent, who shall not be replaced without written approval of Department. The superintendent will be Contractor's representative at the site and shall have authority to act on behalf of Contractor. All communications given to the superintendent shall be as binding as if given to Contractor.
- 5.2.1 Department may require immediate replacement of the superintendent upon written notice for cause.
- 5.2.2 The superintendent and similar authorized representatives of any Subcontractors as requested by Department or Engineer shall attend all meetings pertaining to the Work.
- 5.2.3 Whenever the superintendent is not present for performance of a particular part of the Work and Engineer is not able to give to Contractor, through the superintendent, information relative to an interpretation of the Contract Documents, or relative to disapproval or rejection of materials or the performance of such work, Engineer may so inform the worker in charge of such Work. Information so given shall be binding as if given to superintendent.
- 5.2.4 Contractor shall issue all communications to Department through Engineer except as provided by Contract Documents. All written correspondence to Engineer shall be copied to Department.

***Labor, Working Hours, Materials and Equipment:***

- 5.3 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, employ labor and equipment which shall be sufficient to prosecute the several classes of work to full completion in the manner and time specified. All workers must have sufficient skill, experience and Health and Safety training required to perform properly the work assigned them. All workers engaged on special or skilled work shall have had sufficient experience in such work to perform properly and satisfactorily including operation of any equipment involved. Any person employed by Contractor or Subcontractor whom the Engineer or Department may determine incompetent or unfit to perform the work shall be at once discharged or reassigned and not again be employed on Work in connection with this Contract. The Contractor may request review by Department regarding the discharge of such employee(s). Contractor shall at all times maintain good discipline and order at the site. Except in connection with the safety or protection of persons or the Work or property at the site or adjacent thereto, and except as otherwise indicated in the Contract Documents, all Work at the site shall be performed during normal working hours as defined in paragraph 5.3.1 below, and Contractor shall not permit overtime Work or the performance of Work during hours other than normal Working hours without: a) prior written notice to Engineer; b) Department's written consent; and c) written approval from the New York State Department of Labor as required by law.
- 5.3.1 Normal working hours shall be defined as a normal working schedule which a) does not exceed eight hours per working day, occurring between the hours set forth at the pre-construction conference, or if none are set forth, beginning no earlier than 7:00 a.m. and ending at no later than 5:00 p.m.; and b) does not exceed 40 hours per week, excluding overtime Work, Work on Saturdays, Sundays, and Federal- or New York State-observed holidays. Work during other than normal working hours may be scheduled by Contractor by first obtaining written permission from Department and as provided in Section 5.3. Department shall be entitled to recover extra costs incurred in providing inspection related to Work done during other than normal working hours in accordance with paragraph 5.3.5 below.
- 5.3.2 If Contractor, for convenience, voluntarily chooses to schedule Work during hours other than normal working hours at no increase in Contract Price, Contractor shall submit details of such proposed schedule with the interim Progress Schedule described in paragraph 1.6 of the General Conditions. Any Progress Schedule calling for Work outside of normal working hours shall be reviewed for acceptance by Engineer and Department and must be in accordance with the requirements of the New York State Labor Law and Articles 1.6 and 5.3 of the General Conditions.
- 5.3.3 If at any time subsequent to the submission and approval of the Progress Schedule pursuant to the General Conditions and the Standard Specifications, an event or delay not meeting the requirements for extensions in Contract Time set forth in Articles 9, 10 and 11 of the General Conditions occurs, and requires Contractor to schedule Work during hours other than normal working hours for Contractor's convenience and at no increase in Contract Price, Contractor shall submit, at least ten (10) working days in advance of the acceleration period, a

proposed revised accelerated schedule for review by Engineer and Department. If Department accepts the revised accelerated Progress Schedule, Department will so notify Contractor in writing.

- 5.3.4 If the accelerated Progress Schedule pursuant to paragraph 5.3.2 or 5.3.3 is accepted by Department, Contractor shall reimburse Department for all extra costs incurred in providing inspection during hours other than normal working hours in accordance with paragraph 5.3.5 below. Acceptance by Department of the accelerated Progress Schedule shall not justify an increase in Contract Price; any increase in Contractor's cost to perform the Work, or any part thereof, whether or not affected by Contractor's initiated acceleration proposal, shall remain the responsibility of Contractor.
- 5.3.5 Contractor shall reimburse Department for the extra costs incurred in providing inspection during hours other than normal working hours when Department considers that the additional hours are due to Contractor's inefficiencies or delays. Reimbursement may include but may not be limited to costs for Engineer, Resident Project Representatives, administrative expenses and other related costs. Reimbursement for Engineer's charges shall be in amounts equal to Engineer's charges to Department for inspection during hours other than normal working hours under the terms of Engineer's agreement with Department. In the event Contractor fails to pay such costs within 30 days after receipt of an invoice from Department, a Change Order or Proposed Change Order may be issued incorporating the unpaid amounts, and Department shall be entitled to an appropriate decrease in Contract Price.
- 5.3.6 Department may direct Contractor to accelerate if the progress of Work indicates Contractor may not be able to complete the contract within the contract terms. Contractor shall be responsible for all increased costs due to the acceleration.
- 5.4 Unless otherwise specified in the Contract Documents, Contractor shall furnish and assume full responsibility for all materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, storage areas, temporary facilities and all other facilities and incidentals necessary for the furnishing, performance, testing, start-up and completion of the Work.
  - 5.4.1 All water for testing, flushing and construction shall be furnished by Contractor. If water is available from Department and Department agrees to its use, Contractor shall connect to Department's water system at a point approved by Department. Department will charge Contractor for water used in performing the above functions in accordance with Department's established rate schedule. There shall be installed at each and every connection to any water supply: (a) a meter accepted by Department or Owner of water supply, and (b) a backflow preventer device accepted by the New York State Department of Health.
  - 5.4.2 In the event that Contractor wishes to utilize water from a source other than the Department's facilities as a substitute source of test water, Contractor shall submit sufficient information in accordance with paragraph 5.7.2 of the General Conditions to allow Engineer to evaluate the substitution. Additionally, such information shall include a description of the necessary equipment and temporary facilities needed to implement the substitute and an estimate of the

costs savings anticipated. In the event that the substitution is accepted by Engineer pursuant to the requirements of paragraph 5.7.3 of the General Conditions and allowed by Department, and the supply of water is inadequate in quantity or quality, Contractor shall be responsible for obtaining other sources of test water at no increase in Contract Price or extension in Contract Time.

- 5.4.3 Contractor shall light the parts of the Work performed during working hours in the manner required by law and as required by Engineer or Department.
- 5.5 Except as otherwise provided in the Contract Documents, all materials shall be of good quality, good condition and new, and all equipment shall be new, or should be in good working order and of good quality. As required by Engineer, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the kind and quality of materials and equipment. All materials and equipment shall be applied, installed, connected, erected, used, cleaned and conditioned in accordance with the instructions of the applicable Supplier except as otherwise provided in the Contract Documents.
- 5.5.1 Contractor shall provide to Department for Department's benefit through Engineer all manufacturers' warranties for materials, and products incorporated into the Work, or required by the Contract Documents to be furnished by Contractor.
- 5.5.2 Contractor shall obtain from manufacturers of all materials and products complete information as to any special condition, or restriction to be applied in the use of these items. Should the manner or method of installation, specified performance or test results as set forth in the Specifications be contrary to the manufacturer's recommendations for installation and use of the product, the Contractor shall notify Engineer of same for appropriate action. Lack of such notification shall constitute a certification and guarantee by Contractor that Specification requirements will be met by such materials and products to be incorporated.
- 5.5.3 Contractor shall submit data on all products to be incorporated into the Work required by the Contract Documents, including but not limited to complete maintenance instructions (including preventive maintenance and operating requirement data) and parts lists in sufficient detail to facilitate ordering replacements, in accordance with the procedures set forth in the Special Supplementary Conditions, the Standard Specifications or the Supplementary Specifications.

***Adjusting Progress Schedule:***

- 5.6 Contractor shall report on the status of and any revisions to the Progress Schedule to Engineer and Department by delivering Progress Schedule status and update submittals to Engineer in accordance with the Specifications and Article 1.6 of the General Conditions. If Contractor does not adequately update the Schedule, Department may reject Contractor's requests for payment, provided that Department gives Contractor ten (10) days written notice of its intention to do so.



**"Or-Equal" or Substitute Items:**

5.7.1 Whenever materials or equipment are specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the naming of the item is intended to establish the type, function, quality, performance and design criteria required. Unless the name is followed by words indicating that no "or equal" or substitution is permitted, materials or equipment of other Suppliers may be accepted by Engineer if sufficient information is submitted by Contractor to allow Engineer to determine that the material or equipment proposed is equivalent or equal to that named. The procedure for review by Engineer will include the following as supplemented in the Contract Documents. Requests for review of "or equal" or substitute items of material and equipment will not be accepted by Engineer from anyone other than Contractor. If Contractor wishes to furnish or use an "or equal" or substitute item of material or equipment, Contractor shall make written application to Engineer for acceptance thereof, certifying that the proposed "or equal" or substitute shall perform the functions and achieve the results called for by the general design, be similar and of equal substance and quality to that specified and be suited to the same use as that specified.

5.7.1.1 The application shall state that the evaluation and acceptance by Engineer of the proposed "or equal" or substitute shall not prejudice completion of the Work, or any part thereof, within the Contract Time, or contract times (including Contractor's achievement of Substantial Completion on time), whether or not acceptance of the "or equal" or substitute for use in the Work would require a change in the Work, or any part thereof, or would require the Department or others having a contract with Department for Work on the Project to adapt the Contract Documents to the proposed "or equal" or substitute; and whether or not incorporation or use of the "or equal" or substitute in connection with the Work is subject to payment of any license fee or royalty. All variations of the proposed "or equal" or substitute from that specified shall be identified in the application and available maintenance, repair and replacement services shall be indicated. The application shall also contain an itemized estimate of all increases or decreases in the following costs: 1) the cost of, or the time required to perform any part of the Work, and the corresponding adjustments in Contract Price and Contract Time, resulting directly or indirectly from evaluation and acceptance of the proposed substitute, including, but not as a way of limitation, costs and delays associated with redesign, or claims of other contractors affected by the resulting "or equal" or substitute, and 2) increases or decreases in operating, maintenance, repair, replacement or spare part costs, all of which shall be considered by Engineer in evaluating the proposed "or equal" or substitute. In rendering a decision, Department and Engineer shall at a minimum, have access to any available Total Float in the approved Progress Schedule. Engineer may require Contractor to furnish at Contractor's expense additional data about the proposed "or equal" or substitute.

- 5.7.2 If a specific means, method, technique, sequence or procedure of construction is indicated in or required by the Contract Documents, Contractor may furnish or utilize a substitute only if first approved by Engineer. Contractor shall submit in writing sufficient information to allow Engineer to determine that the substitute proposed is equivalent to that indicated or required by the Contract Documents. The procedures for review by Engineer established by paragraph 5.7.1, and as may be supplemented in the Contract Documents, will apply to reviews under this paragraph.
- 5.7.3 Engineer shall be allowed a reasonable time as determined by Department within which to evaluate each proposed "or equal" or substitute. Engineer and Department shall be the sole judge of acceptability and no "or equal" or substitute shall be ordered, installed or utilized without Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. Department may require Contractor to furnish at Contractor's expense a special performance guarantee or other financial security with respect to any substitute. Engineer will keep record of the time required by Engineer and Engineer's consultants in evaluating "or equals" or substitutions proposed by Contractor and in making changes in the Contract Documents occasioned thereby. Whether or not Engineer accepts an "or equal" or proposed substitute, Department shall be entitled to an offset against any payment due Contractor for the charges of Engineer and Engineer's consultants for evaluating each proposed "or equal" or substitute after the second submittal on such item. In the event that substitute materials or equipment are accepted and are less costly than the originally specified materials or equipment, then the net difference in cost shall benefit Department, and an appropriate Change Order or Proposed Change Order shall be executed to reflect the difference in cost. If Engineer or Department determine that the deduction proposed by Contractor does not reflect the net difference in cost, then this shall be adequate justification to reject the proposed substitute. Additional construction and/or engineering costs identified after Department's acceptance of the proposal and resulting from installation of an "or equal" or substitute shall be borne by Contractor.

***Subcontractors, Suppliers and Others:***

- 5.8.1 Contractor shall not employ nor award Work to Subcontractors in excess of the amount specified in Article 6 of the Supplementary Bidding Information and Requirements Section. Such percentage may be increased by an Administrative Agreement if, during performance of the Work, Contractor requests an increase and Department at its sole discretion determines that the increase would be to Department's advantage. Contractor shall submit to Department a statement stating the character and amount of the work to be subcontracted and the party to whom it is proposed to subcontract the work. Contractor shall not employ any Subcontractor, Supplier or other person or organization whether initially or as a substitute, unless first approved by Department.
- 5.8.2 Wherever Work to be performed by Contractor or by a Subcontractor is dependent upon Work of other Subcontractor(s) or the work of separate contractor(s), then Contractor shall require such Subcontractor(s) whose Work is so dependent to:

- 5.8.2.1 Provide necessary notices of delay, data or other requirement(s) for performance of dependent Work or work of separate contractor(s),
- 5.8.2.2 Supply and/or install items to be built into dependent Work or work of separate contractor(s),
- 5.8.2.3 Make provisions for dependent Work or work of separate contractor(s),
- 5.8.2.4 Examine previously placed dependent Work or work of separate contractor(s),
- 5.8.2.5 Check and verify dimensions of previously placed dependent Work or work of separate contractor(s),
- 5.8.2.6 Notify Engineer in writing immediately upon determining previously placed dependent Work or work of separate contractor(s), the dimensions of which are unsatisfactory or will prevent a satisfactory installation of Work,
- 5.8.2.7 Not proceed with Work until the unsatisfactory dependent conditions which prevent satisfactory installation of Work have been corrected.

Installation of Work by Contractor or by a Subcontractor in any given area shall constitute acceptance by Contractor or by such Subcontractor of all previously placed dependent Work or work of separate contractor(s) and after such acceptance Contractor shall not make any claims for additional costs based on alleged deficiencies in such Work.

- 5.8.3 Whenever other Contractor(s) will perform portion(s) of the work that depend on the Contractor's portion of the Work; Contractor shall provide all of the notices and information listed in 5.8.2 to such other Contractor(s) in a timely manner.
- 5.9 Contractor shall be responsible and liable to Department and Engineer for Contractor's acts and omissions and all acts and omissions of the Subcontractors, Suppliers and other persons and organizations performing or furnishing any of the Work under a contract with any level of Subcontractor or Supplier. Nothing in the Contract Documents shall create any contractual relationship between Department or Engineer and any such Subcontractor, Supplier or other person or organization. Department or Engineer may furnish to any Subcontractor or Supplier, to the extent practicable, evidence of the payments made to Contractor on account of specific Work done.
- 5.10 The various sections, divisions and subdivisions of the Standard and Supplementary 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. The Standard Specifications, Supplementary Specifications, and Drawings are complementary to each other and are to be read as a whole. Anything mentioned or shown in a division of such Specifications, or Drawings, or in a specific trade Drawing shall be effective as if shown in all divisions of such Specifications and in all Drawings. In addition to the requirements of paragraphs 5.24 through 5.30 of the General Conditions, shop drawings of a specific trade shall be

compared to and coordinated with those from other trades by Contractor before submission to Engineer.

- 5.11 All Work performed for Contractor by a Subcontractor will be pursuant to an appropriate agreement between Contractor and the Subcontractor which specifically binds the Subcontractor to the applicable terms and conditions of the Contract Documents for the benefit of Department.

***Patent Fees and Royalties:***

- 5.12 Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, device or intellectual processes which is the subject of patent rights or copyrights held by others, both when a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the Work and otherwise. It is the intent of the parties that whenever Contractor is required or desires to use any design, device, material or process covered by letters, patent, trademark or copyright, the right for such use shall be provided for by suitable legal agreements with the patentee or owner, and a copy of this agreement shall be filed with Engineer. However, whether or not such agreement is made or filed as noted, Contractor and Contractor's surety in all cases shall indemnify and hold harmless Department and Engineer and their employees as provided in Appendix B.

***Permits:***

- 5.13 Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for any permits or licenses required for performance of Work. Contractor shall pay all governmental charges and inspection fees necessary for the prosecution of the Work, which are applicable at the time of opening of Bids, or if there are no Bids on the Effective Date of the Agreement. Contractor shall pay all charges for connections or disconnections required by the Work to Underground Facilities or utilities owned by third parties.

***Laws and Regulations:***

- 5.14.1 Contractor shall comply with all Laws applicable to performance of the Work. Except where otherwise expressly required by applicable Laws or Contract Documents, neither Department nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws.
- 5.14.2 If Contractor observes that the Contract Documents are at variance with any applicable Laws, Contractor shall immediately give Engineer prompt written notice thereof, and any necessary changes will be authorized by one of the methods set forth in paragraph 2.4 and 2.5 of the General Conditions. If Contractor performs any Work knowing or having reason to know that it is contrary to such Laws, and without such notice to Engineer, Contractor shall bear all costs arising therefrom; however, it shall not be Contractor's primary responsibility to make certain that the Specifications and Drawings are in accordance with such Laws.

**Taxes:**

- 5.15 Contractor shall pay all sales, consumer, use and other similar taxes required to be paid by Contractor in accordance with the Laws of the State of New York which are applicable during the performance of the Work. Materials, supplies and equipment incorporated into the Work or sold to New York State are exempt from New York State sales tax.

**Use of Premises:**

- 5.16 Contractor shall confine the use and storage of construction equipment, the storage of materials and equipment and the operations of workers to the Project site and land and areas identified in and permitted by the Contract Documents and other land and areas permitted by applicable Laws, rights-of-way, permits and easements, and shall not unreasonably encumber the premises with construction equipment or other materials or equipment. Unless otherwise provided in the Contract Documents, use of Department's facilities at or contiguous to the site by Contractor for storage of materials or equipment shall not be permitted. Contractor shall assume full responsibility for any damage to any such land or area, or to the owner or occupant thereof or of any land or areas contiguous thereto, resulting from the acts or omissions of Contractor. Should any claim be made against Department or Engineer by any such owner or occupant because of the performance of the Work, Contractor shall promptly attempt to settle with such other party by agreement or otherwise resolve the Claim. Contractor shall indemnify and hold Department harmless in accordance with the provisions of Appendix B.
- 5.16.1 Temporary buildings (e.g., storage sheds, trailers, shops, offices) and utilities may be erected by Contractor only with the approval of Engineer and shall be built without additional expense to Department. Such temporary buildings and utilities shall remain the property of Contractor and shall be decontaminated as necessary and removed by Contractor at their expense upon completion of the Work; the buildings and utilities may be abandoned and remain at the site with the written consent of Department.
- 5.16.2 When materials are transported for performance of the Work, vehicles shall not be loaded beyond the loading capacity recommended by the manufacturer of the vehicle or prescribed by Federal, State, or local law or regulation. When it is necessary to cross curbs, sidewalks or work which is completed or underway on site, Contractor shall protect them from damage, and shall repair any damage caused.
- 5.16.3 Notwithstanding the designation of site boundaries or the indication of temporary fences or barricades, the provisions of the Contract Documents governing certain phases or portions of the Work may require that certain operations be carried out beyond the site boundaries. Trenching, utility Work, site development, landscaping, other Work, if required beyond such designated limits, shall be scheduled in such a manner as to cause or occasion a minimum of inconvenience or disturbance to or interference with the normal operation of Department, abutting owners and the public. Contractor shall obtain Department's prior approval and all necessary approvals from others, including but not limited to public authorities and utility companies for such operations, and shall conduct such operations expeditiously and restore the affected area to its

original condition immediately upon completion of such operations, unless otherwise specified in the Contract Documents.

- 5.16.4 All existing walks, roadways, paved or landscaped areas on which temporary driveways or walks are rerouted shall be restored to their original condition, immediately upon completion of the phases or portions of the Work for which such features were disturbed unless otherwise specified in the Contract Documents.
- 5.16.5 Pumping, draining and control of surface and ground water will be carried out so as to avoid endangering the Work or any adjacent facility or property, or interrupting, restricting or otherwise infringing or interfering with the use thereof, or exceeding the limits allowed by Contract Documents, or applicable Law.
- 5.17 During the progress of the Work, Contractor shall keep the Site free from accumulations of waste materials, rubbish and other debris resulting from the Work. At the completion of the Work Contractor shall remove all waste materials, rubbish and debris from and about the premises as well as all tools, appliances, construction equipment and machinery, and surplus materials, and shall leave the Site clean and ready for Department. Contractor shall restore all pavement, sidewalks, driveways, fences, shrubs, lawns, trees and any other public or private property damaged as a result of the Work under this Contract. All such replacement shall be done in accordance with the applicable specifications and no separate or extra payment will be made unless specifically provided for in the Payment Items. In all cases, said replacement shall be at least equal to the original conditions.
- 5.18 Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent property to stresses or pressures that will endanger it.

***As-Built Documents:***

- 5.19 Contractor shall maintain in a safe place at the Site one (1) as-built document which shall consist of all Drawings, Specifications, Addenda, written amendments, Change Orders, Proposed Change Orders, field test records, construction photographs, Field Orders and written interpretations and clarifications (issued pursuant to paragraph 8.3) in good order and annotated to show all changes made during construction. Contractor will be required to review with Engineer the status of all as-built documents in connection with Engineer's evaluation of an Application for Payment. Pursuant to paragraph 13.2.1 of the General Conditions, failure to maintain a current file of such as-built documents up-to-date may be just cause to recommend withholding of payments for Work performed. These as-built documents together with all approved samples and a copy of all approved Shop Drawings shall be available to Engineer for reference at the Site. Upon completion of the Work, these as-built documents, samples and Shop Drawings shall be delivered to Engineer for Department. Failure by Contractor to produce acceptable as-built documents of the above listed items shall be cause for reduction of Contract Price in an amount equal to Department's cost of generating or producing the as-built documents.

**Health, Safety and Protection:**

- 5.20 Contractor shall be responsible for initiating, maintaining and supervising all health and safety precautions and programs in connection with the Work which include but are not limited by the Contract Documents and Contractor's Health and Safety Plan. Contractor shall take all necessary precautions for the health and safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees and other persons and organizations who may be affected thereby. Contractor shall comply with all applicable Laws of any public body having jurisdiction for the health and safety of persons or property in order to protect them from damage, injury or loss; and shall erect and maintain all necessary safeguards for such health, safety and protection. Contractor shall notify owners of Underground Facilities and utility owners when performance of the Work may affect them, and shall cooperate with them in the protection, removal, relocation and replacement of their property. In addition to any requirements imposed by Laws, Contractor shall shore up, brace, underpin, and protect as may be necessary, all foundations and other parts of all existing structures adjacent to and adjoining the site which are in any way affected by the excavations or other operations connected with performance of the Work under the Contract.
- 5.21 All damage, injury or loss to any property referred to in the above paragraph caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier or any other person or organization directly or indirectly employed by any of them to perform or furnish any of the Work or caused by anyone for whose acts any of them may be liable, shall be remedied by Contractor; provided that Contractor shall not be responsible for damage or loss attributable to defects in the Drawings or Specifications or to the acts or omissions of Department or Engineer or anyone employed by either of them or anyone for whose acts either of them may be liable, and to the extent not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor. Contractor's duties and responsibilities for the safety and protection of the Work shall continue until such time as all the Work is completed and Engineer has issued a written notice to Department and Contractor in accordance with paragraph 13.11 that the Work is acceptable, except as otherwise expressly provided in connection with Substantial Completion. Department has the right to suspend Work or terminate this contract for cause for Contractor's failure to comply with any health and safety plan required by the Contract Documents or Law.
- 5.22 Contractor shall designate a responsible representative at the site whose duty shall be the prevention of accidents. This person shall be Contractor's superintendent unless otherwise designated in writing by Contractor to Department.

**Emergencies:**

- 5.23 In emergencies affecting or threatening to affect the safety or protection of persons or the Work or property at the site or adjacent thereto when prompt action is required and there is no reasonable opportunity for prior consultation with Engineer or Department, then Contractor, without special instruction or authorization from Engineer or Department, is obligated to act to prevent or mitigate threatened damage, injury or loss. Contractor shall give Engineer prompt telephonic or electronic notice followed by written notice thereof, including any significant changes in the Work or variations from the Contract Documents which Contractor believes have been caused thereby. If Engineer determines that a change in the Contract Documents is required because of the action taken in response to an emergency, an Administrative Agreement, Field Order, Proposed Change Order or

Change Order shall be issued to document the consequences of the changes or variations. Contractor shall give Engineer and Department name and number of contact for emergencies during non-Work hours.

***Shop Drawings and Samples:***

- 5.24 After checking and verifying all field measurements and after complying with applicable procedures specified in the Contract Documents, Contractor shall submit to Engineer for review and approval in accordance with the accepted schedule of Shop Drawing submissions (see paragraph 1.4, hereof) six (6) physical copies and one electronic copy of all Drawings plus additional copies as required by Contractor, unless otherwise specified in the Contract Documents. All such Shop Drawings shall bear a stamp or other specific written indication that Contractor has satisfied the requirements of the Contract Documents with respect to the review of the submissions including but not limited to paragraph 5.26 below. All submissions shall be identified as Engineer may require. The data shown on the Shop Drawings shall be complete with respect to quantities, dimensions, specified performance and design criteria, materials and similar data to enable Engineer to review the information as required.
- 5.25 Contractor shall also submit to Engineer for review and approval with such promptness as to cause no delay in Work, all samples required by the Contract Documents. Contractor shall check all samples, shall identify them clearly as to material, Supplier, pertinent data such as catalog numbers and the use for which intended, and shall submit with them a written certification that Contractor has satisfied the requirements of the Contract Documents with respect to the review of such submissions including but not limited to subparagraph 5.26 below.
- 5.26 Before submission of each Shop Drawing or sample, Contractor shall certify that all quantities, dimensions, specified performance criteria, installation requirements, materials, catalog numbers and similar data with respect thereto have been reviewed or that each Shop Drawing or sample has been coordinated with other Shop Drawings and samples and with the requirements of the Work and the Contract Documents.
- 5.27 At the time of each such submission, Contractor shall give Engineer specific written notice of each variation that the Shop Drawings or samples may have from the requirements of the Contract Documents, and, in addition, shall cause a specific notation of each such variation to be made on each Shop Drawing submitted to Engineer for review and approval.
- 5.28 Engineer will review and approve or disapprove Shop Drawings and samples in 14 days. However, Engineer's review and approval of Shop Drawings will be only for conformance with the design concept of the Project and for compliance with the information given in the Contract Documents and shall not extend to the accuracy of other matters that may be contained in the submittals, including but not limited to such matters as dimensions, quantities, performance of equipment and systems proposed by Contractor, Contractor's means, methods, techniques, sequences or procedures of construction (except where a specific means, method, technique, sequences, and procedures of construction is indicated in or required by the Contract Documents) or to safety precautions or program incident thereto, the correctness of which shall remain the sole responsibility of Contractor. The review and approval of a separate item as such will not indicate approval of the assembly in which the item functions.



- 5.28.1 When reviewed by Engineer, each submittal of Shop Drawings and samples will be returned to Contractor as either "Approved", "Approved as Noted", "Resubmit with Revisions", or "Disapproved." Submittals stamped as "Approved" or "Approved as Noted" will indicate Engineer's approval thereof, subject to the provisions of paragraph 5.28.
- 5.28.2 Contractor shall revise and correct Shop Drawings and samples and resubmit them to Engineer for Engineer's second review and return pursuant to paragraph 5.29. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.
- 5.28.3 Costs associated with Engineer's review and return of a Shop Drawing or sample submission other than ones submitted pursuant to paragraph 5.7 of this Section shall be borne by Contractor after the Engineer's second (2<sup>nd</sup>) review. Department's charges to Contractor for additional reviews will be equal to Engineer's charges to Department under the terms of Engineer's agreement with Department. In the event Contractor fails to pay such costs within 30 days after receipt of an invoice from Department, funds will be withheld from payment requests and at the completion of the Work, a Change Order or proposed Change Order will be issued incorporating the unpaid amount, and Department will be entitled to an appropriate decrease in Contract Price.
- 5.28.4 After the Engineer's second (2<sup>nd</sup>) review, delays associated with Contractor's resubmittal and Engineer's review and return of a particular Shop Drawing or sample submission shall be the responsibility of Contractor. Such delays shall not justify an increase in Contract Price nor an extension in Contract Time.
- 5.29 Engineer's review and approval of Shop Drawings or samples shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has in writing called Engineer's attention to each such variation at the time of submission as required by paragraph 5.27 and Engineer has given written approval of each such variation by a specific written notation thereof incorporated in or accompanying the Shop Drawing or sample approval; nor will any approval by Engineer relieve Contractor from responsibility for errors or omissions in the Shop Drawings or from responsibility for complying with paragraph 5.26.
- 5.30 Where a Shop Drawing or sample is required by the Specifications, any related Work performed prior to Engineer's review and approval of the pertinent submission will be the sole expense and responsibility of Contractor.

***Continuing the Work:***

- 5.31 Contractor shall carry on the Work and adhere to the Progress Schedule during all Claims or Disputes with Department. No work shall be delayed or postponed pending resolution of any Claims or Disputes, except as permitted by Article 14 of the General Conditions or as Contractor and Department may otherwise agree in writing.

***Weather Protection:***

- 5.32 Contractor shall be responsible for initiating, maintaining and supervising all weather protection precautions and programs in connection with the Work. Additional weather protection provisions, if applicable, are set forth in the Supplementary Conditions, Standard Specifications or Supplementary Specifications.

***Cutting and Patching of Work:***

- 5.33 Contractor shall be responsible for all cutting of masonry and other materials, and all fitting, drilling or patching which may be necessary to complete the Work or to make its several parts fit together properly, whether or not such Work is expressly specified in the Contract Documents.
- 5.34 Contractor shall not damage or endanger any portion of the Work or the work performed by Department or by any separate contractors by cutting, patching or otherwise altering any work, or by excavation. Contractor shall not cut or otherwise alter work performed by Department or any separate contractors except with the written consent of Department and of such separate contractor. Contractor shall not unreasonably withhold from Department or any separate contractor consent to cutting or otherwise altering the Work.

***Quality Control:***

- 5.35 Reference is made to the Supplementary Conditions, Standard Specifications and Supplementary Specifications for the identification of Contractor's quality control system requirements under the Contract.

***Project Meetings:***

- 5.36 Contractor, along with appropriate Subcontractors, suppliers and manufacturers, shall attend weekly, or at an interval agreed to by the Department, project meetings at the site or as requested by Department or Engineer, for the purpose of discussing and resolving matters concerning the various elements of the Work.

***Notification of Emergency Services:***

- 5.37 Contractor shall notify all local Police, Fire Department and Ambulance Services at least twenty-four (24) hours in advance of construction across or adjacent to existing roadways in order that such services might be aware of any disrupted access.

***Conflicts between Contract Documents and Site:***

- 5.38 Contractor shall notify Engineer and Department immediately upon discovering any conflicts, ambiguities, error or inconsistencies in the Contract Documents, between the Contract Documents and the actual Site Conditions, or between the Contract Documents and work being done by others. Failure to promptly notify the Engineer and Department may invalidate Contractor's request for an increase in Contract Price and/or Time.

**ARTICLE 6 - Other Work**

**Related Work at Site:**

- 6.1 Department may perform other work related to the Project at the site by Department's own forces, have other work performed by utility owners, or enter into other contracts for such other work.
- 6.2 Contractor shall afford each utility owner and other contractor who is a party to a direct contract with Department (or Department, if Department is performing the additional work with Department's employees) proper and safe access to the site and a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such work, and shall properly connect the Work with theirs. Contractor shall do all the Work that may be required to make its several parts come together properly and integrate with other work. Contractor shall only alter the work of others with the written consent of Engineer and notice to the other contractors whose work will be affected, and shall not endanger any work of others by altering their work. The duties and responsibilities of Contractor under this paragraph are for the benefit of such utility owners and other contractors.
- 6.3 If any part of Contractor's Work depends for proper execution or results upon the work of any such other contractor, utility owner or Department, Contractor shall inspect and promptly report to Engineer in writing any delays, defects or deficiencies in such work that render it unavailable or unsuitable for such proper execution and results. Contractor's failure to report shall constitute an acceptance of the other work as fit and proper for integration with Contractor's Work except for latent or non-apparent defects and deficiencies in the other work.

**ARTICLE 7 - Department's Responsibilities**

- 7.1 Department may issue communications to Contractor through Engineer.
- 7.2 In case of termination of the employment of Engineer, Department shall appoint an engineer whose status under the Contract Documents shall be the same as the former Engineer.
- 7.3 Department shall promptly furnish the data as required under the Contract Documents and shall make payments to Contractor promptly after they are due as provided in Article 13.
- 7.4 Department is represented by the Project Field Representative, the Project Manager and the Designated Representative whose duties and authority are set forth in the Contract Documents. Department is also represented by Engineer.
- 7.5 Department will not be responsible for Contractor's means, methods, techniques, sequences or procedures of construction, or the safety precautions and programs incident thereto, unless the Contract Documents specifically impose such a duty on Department. Department will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.

- 7.6 Department will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

**ARTICLE 8 - Engineer's Duties and Responsibilities**

***Project Representation:***

- 8.1 The duties and responsibilities and the limitations of authority of Engineer during construction are set forth in the Contract Documents. Engineer's Resident Engineer will assist Engineer in inspecting the performance of the Work. The duties, and authorities of any Resident Engineer and Resident Project Representatives are set forth in the Contract Documents. Secondly Department is represented as set forth in article 7.4 of the General Conditions.

***Visits to Site:***

- 8.2 Engineer shall make any on-site inspections necessary to check the quality or quantity of the Work and to determine if the Work is proceeding in accordance with the Contract Documents. Engineer's duty to visit the site shall in no way be construed to relieve Contractor of its duty to perform the Work in conformance with the Contract Documents.

***Clarifications and Interpretations:***

- 8.3 Engineer or Department shall issue with reasonable promptness written clarifications or interpretations of the requirements of the Contract Documents (in the form of Drawings or otherwise) as Engineer or Department may determine necessary, which shall be consistent with or reasonably inferable from the overall intent of the Contract Documents.

***Authorized Variations in Work:***

- 8.4 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 Time and are consistent with the overall intent of the Contract Documents. These may be accomplished by a Field Order and will be binding on Contractor who shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an increase in Contract Price or an extension in Contract Time, Contractor shall be required to deliver a written notice thereof to Engineer in accordance with the provisions of Article 9 of the General Conditions. If Department and Contractor are unable to agree as to amount and extent thereof, a claim may be made pursuant to Articles 10 and 11 of the General Conditions.

***Rejecting Defective Work:***

- 8.5 Engineer, based on its inspections, reports of its Resident Engineer, other information available to it and its professional experience and training, or the direction of Department, may disapprove or reject Work at any time during the construction of the Work, which Engineer believes to be Defective Work. Engineer shall also have authority to require special inspection or testing of the Work as provided in paragraphs 12.4 through 12.10 of the General Conditions, whether or not the Work is fabricated, installed, or completed.

When Contractor has been notified by Engineer of disapproval or rejection of Defective Work, Contractor shall take immediate action to correct same at no additional cost.

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

- 8.6 Engineer's responsibilities regarding Shop Drawings and samples, are set forth in paragraphs 5.24 through 5.30 of the General Conditions. If Contractor believes that Engineer's approval of a Shop Drawing or sample justifies an increase in Contract Price or an extension in Contract Time, Contractor shall be required to deliver a written notice thereof to Engineer in accordance with the provisions of Article 9 of the General Conditions. If Department and Contractor are unable to agree as to amount and extent thereof, a claim may be made pursuant to Articles 10 and 11 of the General Conditions.
- 8.7 Engineer's duties regarding Change Orders are set forth in Articles 9, 10 and 11 of the General Conditions.
- 8.8 Engineer's duties regarding Applications for Payment, etc., are set forth in Article 13 of the General Conditions.

***Determinations for Unit Prices:***

- 8.9 Engineer will review and make preliminary determinations on the actual quantities and classifications of acceptable Unit Price Work performed by Contractor. Engineer will review such preliminary determinations with Contractor, before rendering a written decision thereon by recommendation of an Application for Payment or otherwise. Department shall review and approve Engineer's determinations. Department's decisions thereon shall be final unless within ten (10) days after the date of any such decision, Contractor delivers to Department and to Engineer written notice of disagreement with Engineer's Determination including written documentation supporting such position.

***Engineer's Determinations and Claims:***

- 8.10 Engineer shall interpret the Contract Documents and determine the acceptability of the Work thereunder subject to Department's right to modify or overrule Engineer's determination after consultation with Engineer and Contractor. Claims or other matters relating to the acceptability of the Work or the interpretation of the requirements of the Contract Documents pertaining to the performance and furnishing of the Work, or in respect to changes in the Contract Price or Contract Time will be referred to Engineer in writing with a request for a formal determination in accordance with this paragraph. Engineer shall render such determination in writing within a reasonable time. Written notice of Contractor's disagreement with Engineer's Determination constituting a Claim shall be delivered by Contractor to Engineer and Department within ten days after receipt. Written documentation supporting such position shall be submitted to Department within thirty (30) days of Engineer's Determination, unless the Department allows an extension of time to submit additional information.
  - 8.10.1 A written demand or written assertion by Contractor seeking the payment of money is not a Claim under this Article until certified as required below. Contractor shall submit with the claim a certification executed by Contractor's Authorized Representative specified in the Contract Documents that:

- 8.10.1.1 The Claim is made in good faith,
  - 8.10.1.2 Supporting Cost and Pricing Data are current, accurate, and complete to the best of the Contractor's knowledge and belief, and
  - 8.10.1.3 The amount of the Claim accurately reflects the adjustments in Contract Price or Contract Time for which Contractor believes Department is liable.
- 8.10.2 Contractor agrees that all unresolved claims shall be subject to the Dispute Resolution procedures as provided in Article VIII of Appendix B to the Agreement.
- 8.10.3 Contractor shall proceed diligently with performance of Work under this Contract, and comply with any decision of Engineer or Department pending final resolution of any request for relief, Claim, appeal, or action arising under the Contract.

***Limitations on Engineer's Responsibilities:***

- 8.11 Whenever in the Contract Documents the terms "as ordered," "as directed," "as required," "as allowed," "as approved," or terms of like effect or import are used, or the adjectives "unreasonable," "unsuitable," "acceptable," "proper," or "satisfactory," or adjectives of like effect or import are used to describe a requirement, direction, review or judgment of Engineer as to the Work, it is intended that such requirement, direction, review or judgment will be solely to evaluate the Work for compliance with the Contract Documents unless there is a specific statement indicating otherwise. The use of any such term or adjective shall not be effective to assign to Engineer any duty or authority to supervise or direct the furnishing or performance of the Work or any duty or authority to undertake responsibility contrary to the provisions of paragraph 8.12 or 8.13.
- 8.12 Engineer will not be responsible and Contractor remains responsible for Contractor's means, methods, techniques, sequences and procedures of construction, and the safety precautions and programs incident thereto, unless Contract Documents specifically impose such a duty on Engineer. Engineer will not be responsible for Contractor's failure to perform or furnish the Work in accordance with the Contract Documents.
- 8.13 Engineer will not be responsible for the acts or omissions of Contractor or of any Subcontractor, any Supplier, or of any other person or organization performing or furnishing any of the Work.

***ARTICLE 9 - Changes in the Work***

- 9.1 Department may, at any time or from time to time and without notice to any surety, order additions, deletions or revisions in the Work or other requirements, which the performance of, or compliance with, is established in the provisions of the Contract Documents. These changes will be initiated by Proposed Change Orders, in Administrative Orders and authorized by Change Orders. Upon receipt of an Administrative Order, or Proposed Change Order, the Contractor shall proceed with the Work involved. All such Work involved shall be performed in accordance with the applicable conditions of the Contract Documents. If an Administrative Order or Proposed Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made in a duly executed Change Order. The value of any

work covered by a Proposed Change Order or a Change Order for an increase or decrease in the Contract Price or the Contract Time, hereafter called the "Work involved", shall be determined by one of the following methods:

- 9.2 Department may order minor changes in the Work which do not involve an adjustment in the Contract Price or in the Contract Time and are consistent with the overall intent and purpose of the Contract Documents. Such minor changes will be authorized by a Field Order which shall be binding on Department and Contractor who shall perform such changes promptly. If Contractor believes that a Field Order justifies an increase in the Contract Price or the Contract Time, Contractor shall make written notification in accordance with Article 8.10 of the General Conditions within three (3) days and provide documentation within 15 days in a Proposed Change Order to Engineer.
- 9.3 Additional work performed without authorization of a Proposed Change Order will not entitle Contractor to an increase in the Contract Price or an extension in the Contract Time, except in the case of emergency work as provided in paragraph 5.23 of the General Conditions and except in the case of uncovering Work as provided in paragraph 12.9 and 12.10 of the General Conditions.
- 9.4 When changes in the Work, involving adjustments to the Contract Price or Contract Time are contemplated by Department, pursuant to paragraph 9.1, Contractor may be requested to submit a cost proposal prior to being authorized to proceed with the change. If Department and Contractor are unable to agree and Department orders the change, or if Department pursuant to Engineer's review and decision concludes that the written direction, instruction, interpretation or clarification, approval, decision or determination does not require an increase in Contract Price or extension in Contract Time, Contractor will be required to carry on with the Work involved and adhere to the Progress Schedule. Contractor proposals substantiating the amount and extent of any proposed adjustment in Contract Price or Contract Time shall become due within three (3) days of receipt (or issuance) of a Proposed Change Order initiated by Department (or Contractor), and shall be submitted in accordance with Articles 8, 9, 10 and 11 of the General Conditions. Any delays in the submittal of Contractor proposals relative to adjustments in Contract Price or Contract Time will not justify a delay or constitute basis for an increase in Contract Price or an extension in Contract Time. Unless Contractor gives written notice of intent to appeal Department's determination or to file a claim in accordance with Article 8 of the General Conditions, within said thirty (30) days of the issuance of a Proposed Change Order or the rejection of a Proposed Change Order, Department's determination shall be final and binding upon Contractor.
- 9.5 Upon receipt of a cost proposal from Contractor, pursuant to paragraph 9.4 above, and if Department agrees with the increase or decrease in the Contract Price or Contract Time, Department shall authorize the change in the Work by issuing a Proposed Change Order and shall begin preparation of a Change Order covering the Work involved.
  - 9.5.1 A Change Order shall also be any other written order, including direction, instruction, interpretation, determination, or decision embodied in a Field Order, or in a response to a request for clarification or interpretation of the requirements of the Contract Documents, or in an approval of a Shop Drawing or sample, or in a decision relating to a report or differing or unforeseen conditions or the acceptability of Work or Administrative Order which causes any change, provided that Contractor gives Engineer and Department a dated written notice

identifying the written order and stating circumstances and other information required in this Article and in Articles 8, 10 and 11 of the General Conditions indicating that Contractor considers the written order a Proposed Change Order.

9.5.2 Contractor quotations substantiating the amount or extent of any proposed adjustment in Contract Price or Contract Time shall cover all known amounts or extents to which Contractor is entitled as a result of the proposed change. Pursuant to this requirement of the Contract Documents, Contractor acknowledges and agrees to the following waivers when executing Change Orders or Proposed Change Orders authorized in accordance with paragraph 9.4 of the General Conditions:

9.5.2.1 Contractor acknowledges and agrees that the adjustments in Contract Price and Contract Time stipulated in this Change Order represent full compensation for all increases or decreases in the cost of, or the time required to perform the entire Work under the Contract, arising directly or indirectly from this Change Order, including this and all previous Change Orders. Acceptance of this waiver constitutes an agreement between Department and Contractor that the Change Order represents an all-inclusive, mutually agreed upon adjustment to the Contract for all direct, indirect and consequential costs and delays, and that Contractor shall waive all rights to file a claim on this Proposed Change Order after it is properly executed.

9.5.2.2 Acceptance by Contractor is evidence of mutual accord and satisfaction for those adjustments in Contract Price and Contract Time stipulated in this Proposed Change Order, that Contractor shall submit detailed supporting data within fifteen (15) days in accordance with Articles 10 and 11 of the General Conditions to allow negotiation of outstanding issues, and that the changes ordered and documented by this Proposed Change Order will be incorporated into a future Change Order subsequent to agreement on all outstanding issues.

9.6 If the provision of any bond requires that the surety be notified of any change in the Work, it shall be Contractor's responsibility to so notify the surety and the amount of each applicable bond shall be adjusted accordingly. Contractor shall furnish proof to Department of such adjustment.

9.7 No claim by Contractor for an adjustment under this Article of the General Conditions shall be allowed if asserted after the date of final payment under this Contract.

**ARTICLE 10 - Change of Contract Price or Time**

10.1 The Contract Price constitutes the total compensation, subject to authorized adjustments, payable to Contractor for performing the Work. All duties, responsibilities and obligations assigned to or undertaken by Contractor shall be at its own expense without any change in the Contract Price or the Contract Time.

10.2 The Contract Price and the Contract Time may only be changed by a duly executed Change Order.



- 10.3 The value of the Work involved shall be determined by one of the following methods:
- 10.3.1 Where the Work involved is covered by unit prices contained in the Contract Documents, those unit prices shall be used to determine the cost of the Work involved.
  - 10.3.2 Where the Work involved is not covered by unit prices contained in the Contract Documents, by application of mutually agreed upon unit prices to the quantities of the items of Work involved.
  - 10.3.3 By mutual acceptance of a lump sum.
  - 10.3.4 On the basis of the cost of the Work involved as provided in paragraph 10.4 of this Article plus a Contractor's fee for overhead and profit as provided in paragraph 10.7 of this Article.
  - 10.3.5 Where the Department and Contractor cannot agree on any of the methods described above, and Department directs Contractor to proceed with the Work involved as provided in Article 10 of the General Conditions.
- 10.4 The Cost of the Work involved shall include the following items and shall not include any of the costs disallowed under this Article 10 of the General Conditions:
- 10.4.1 Payroll costs of employees in the direct employ of the Contractor in the performance of the Work involved in job classifications agreed upon by Department and Contractor. Payroll costs shall include, but shall 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 or workmen's compensation, health and retirement benefits, and sick leave applicable thereto. Such employees may include foremen at the site but shall not include employees in the job classifications itemized in paragraphs 10.6.1. The costs of performing the Work involved during other than normal working hours, as defined in paragraph 5.3.1, shall be included in the above to the extent authorized by Department and as required by Law.
  - 10.4.2 Cost of all materials and equipment furnished and incorporated into the Work involved, including costs of transportation and storage thereof, and suppliers' field services connected therewith. All cash discounts shall accrue to Contractor unless Department deposits funds with Contractor with which to make payments, in which case, the cash discounts shall accrue to Department. All trade discounts, rebates and refunds, and all returns from sale of surplus materials and equipment shall accrue to Department, and Contractor shall make provisions so that they may be obtained.
  - 10.4.3 Payments made by Contractor to subcontractors who perform a part of the Work involved. If required by Department, Contractor shall obtain competitive bids from prospective subcontractors acceptable to Contractor and shall deliver such bids to Department who will then determine which bids will be accepted. If a subcontract provides that the subcontractor is to be paid on the basis of cost plus a fee, the subcontractor's cost shall be determined in the same manner as

Contractor's cost of the Work involved. All subcontracts shall be subject to the provisions of the Contract Documents, insofar as applicable.

- 10.4.4 Costs of special consultants, including but not limited to engineers, architects, testing laboratories, surveyors, attorneys and accountants, employed for services specifically related to the Work involved to the extent authorized in writing by Department.
- 10.4.5 Costs of Contractor owned equipment - Contractor shall be reimbursed for his ownership and operating costs for self-owned equipment employed on the Work involved. The rates of reimbursement shall be as listed on EquipmentWatch.com, its successor or equivalent, in effect on the date of issuance of the applicable Change Order or Proposed Change Order, or prior to performing the Work in a claim for an increase or decrease in the Contract Price and applied in the following manner.
  - 10.4.5.1 Ownership costs - The equipment rates for ownership costs include depreciation on the original purchase, insurance, applicable taxes, interest on investment, storage, repairs, mobilization to and demobilization from the site of the Work involved, and profit reimbursement will be made for the hours on the Work involved. In no event shall the equipment rate billed to Department be at rates exceeding those described below.
  - 10.4.5.2 Less than eight (8) hours of actual use or necessary for availability as approved by Engineer: The daily rate or the product of the hours of actual use multiplied by the hourly rate, whichever is less.
  - 10.4.5.3 Between eight (8) hours and 40 hours of actual use: The weekly rate or the product of the hours of actual use used divided by eight (8) and multiplied by the daily rate, whichever is less.
  - 10.4.5.4 Between 40 hours and 176 hours of actual use: The monthly rate or the product of the hours of actual use divided by 40 multiplied by the weekly rate, whichever is less.
  - 10.4.5.5 Over 176 hours of actual use: The product of the hours of actual use divided by 176 multiplied by the monthly rate.
  - 10.4.5.6 Operating costs including fuel, lubricants, other operating expendables, and preventive and field maintenance. Operating costs do not include the operator's wages. Contractor shall be reimbursed the product of the hours of actual use multiplied by the estimated operating cost per hour.
  - 10.4.5.7 The geographic area adjustment factor and the Rate adjustment tables for federal aid projects shall be applied to the equipment ownership rates.

- 10.4.5.8 The rates used shall be those in effect at the time the Work involved is to be done as listed in the then current EquipmentWatch.com, is successor or equivalent.
  - 10.4.5.9 In the event that a rate is not established in EquipmentWatch.com, its successor or equivalent, for a particular piece of equipment, Department will establish rates for ownership and operating costs.
  - 10.4.5.10 Equipment to be used by Contractor shall be specifically described by manufacturer and model number and be of suitable size and capacity to accomplish the Work involved. In the event Contractor elects to use equipment of a higher rental rate than equipment suitable for the Work involved, payment will be made at the rate applicable to the suitable equipment. Department and Engineer shall determine the suitability of the equipment. If there is a differential in the rate of pay of the operator of oversized or higher rate equipment, the rate paid for the operator will likewise be related to the suitable equipment.
  - 10.4.5.11 Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such construction equipment and machinery is imported to the site solely to perform the Work involved in the Change Order Proposed Change Order, or Claim. All equipment costs shall cease when the use thereof is no longer necessary to perform the Work involved or the equipment cannot be used to perform the Work involved due to contractor actions or inactions. Payroll costs for employees operating the equipment shall be in accordance with paragraph 10.4.1 of the General Conditions.
  - 10.4.5.12 Actual equipment use time documented by Engineer shall be on the basis that the equipment was on and used at the site. In addition to the leasing rate, equipment operational costs shall not exceed the estimated hourly operation rate as set forth in EquipmentWatch.com, is successor or equivalent. Daily records listing the equipment units and their respective operators, identification code, and actual usage and certified at the end of each day by Engineer shall be the record upon which actual equipment use shall be based. For multiple shift work sequences, the allowable equipment rate for second or third shifts shall not exceed 50-percent (50%) of the base rate. Idle equipment at the site and necessary to perform the Work involved but not in actual use shall be paid at the rate determined above. Idle time shall include a reasonable time allowance to and from the site, and be as documented by Engineer.
- 10.4.6 Costs of Contractor rented equipment.
- 10.4.6.1 In the event Contractor must rent a specific piece of equipment, payment will be the actual rental rate for the piece of equipment for the time that it is used on the Work involved or required by Department to be present, not to exceed the rental rate in EquipmentWatch.com, is successor or equivalent, plus the

reasonable cost of moving the equipment onto and away from the site of the Work involved.

- 10.4.6.2 Contractor shall also be reimbursed for the operating cost of the rented equipment if that cost is not included in the rental cost. The operating cost shall be determined in the same manner as specified for Contractor owned equipment above. If contractor owned equipment is available on site to complete the work, Contractor shall be reimbursed only at the rate for owned equipment and there shall not be any reimbursement for transportation of equipment to or from site.
- 10.4.6.3 In the event area practice dictates the rental of fully manned or fueled and maintained equipment, payment will be made on the basis of an invoice for the rental of the fully manned, fueled and/or maintained equipment, including all costs incidental to its use, plus costs of moving to and from the site of the Work involved, provided the rate is substantiated by area practice.
- 10.4.6.4 Transportation, loading and unloading, installation, dismantling and removal costs shall be included only if such construction equipment and machinery is imported to the site solely to perform the Work involved in the Change Order, Proposed Change Order, or Claim. All equipment costs shall cease when the use thereof is no longer necessary to perform the Work involved or the equipment cannot be used to perform the Work involved due to Contractor actions or inactions. Payroll costs for employees operating the equipment shall be in accordance with paragraph 10.4.1 of the General Conditions.
- 10.4.7 The maximum amount of reimbursement for the ownership costs of Contractor owned equipment or for the rental costs of rented equipment shall be limited to the original purchase price of the equipment as listed in EquipmentWatch.com, is successor or equivalent. In the specific event where the reimbursement is limited by the original purchase price, Contractor shall be reimbursed for the operating cost per hour for each hour of actual use.
- 10.4.8 Supplemental costs due solely in connection with the Work involved to include the following:
  - 10.4.8.1 The necessary transportation, travel and subsistence expenses of Contractor's employees who are solely employed in the Work involved.
  - 10.4.8.2 Costs, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office and temporary facilities at the site required, but excluding hand tools, protective clothing and other consumables which are used or consumed in connection with the Work involved and are individually valued at less than \$100.00.

- 10.4.8.3 Sales, consumer use, or similar taxes for which Contractor is liable, exclusive of New York State and local sales taxes for materials, supplies and equipment incorporated into the Work.
  - 10.4.8.4 Royalty payments and fees for licenses and permits.
  - 10.4.8.5 Costs of utilities at the site including but not limited to electricity, telephone, fuel, heat, water, property rental and sanitary facilities.
- 10.5 The amount of credit to be allowed by Contractor to Department for any individual change in the Work which results in a net decrease in cost shall be the amount of the actual net decrease plus a deduction in Contractor's fee equal to one-half of the fee derived from the application of paragraphs 10.7.2.1, 10.7.2.2 and 10.7.2.3 of this Article.
- 10.5.1 When more than one individual change is covered by one Proposed Change Order or Change Order, the adjustment in Contractor's fee shall be the sum of the individual fees computed on each individual change in accordance with paragraphs 10.7.2.1 through 10.7.2.4.
- 10.6 The cost of the Work involved shall not include any of the following, all of which are to be considered general and overhead costs covered by the Contractor's fee:
- 10.6.1 Payroll costs and other compensation of Contractor's executives, principals (of partnership and sole proprietorships), general managers, engineers, architects, estimators, attorneys, superintendents, administrators, auditors, accountants, purchasing and contracting agents, expeditors, timekeepers, clerks and other personnel employed by Contractor, at the site or not, for general administration of the Work including any Change Orders, and who are not specifically included in the agreed upon schedule of job classifications referred to in paragraph 10.4.1 of this Article.
  - 10.6.2 Expenses of Contractor's principal and branch offices other than Contractor's office at the site. Costs derived from the computation of an extended or unabsorbed home office overhead rate by application of the Eichleay, Allegheny, Burden Fluctuation, or other similar methods.
  - 10.6.3 Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work involved and charges against Contractor for delinquent payments.
  - 10.6.4 Cost of premiums for all bonds and insurance whether or not Contractor is required by the Contract Documents to purchase and maintain the same.
  - 10.6.5 Costs incurred in the preparation of Proposed Change Orders or Change Orders or in preparation or filing of claims.
  - 10.6.6 Expenses of Contractor associated with anticipated lost profits or lost revenues, lost income or earnings, lost interest on earnings or unpaid retainage.
  - 10.6.7 Small tools used or consumed in the performance of the Work involved having an individual value of less than \$100.00.

- 10.6.8 Costs due to negligence of Contractor or any subcontractor anyone directly or indirectly employed by them for whose acts any of them may be liable, including, but not limited to correction of defective work, disposal of equipment or material wrongly supplied and repairing any damage to property.
- 10.6.9 Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in paragraph 10.4 of this Article, all of which are to be considered general and overhead costs covered by the Contractor's fee.

**Contractor's Fee:**

- 10.7 The Contractor's fee for general and administrative overhead costs (whether at the site or in Contractor's principal or branch offices), small tools and profit on the Work involved shall be determined by negotiations in accordance with this paragraph.
  - 10.7.1 Contractor shall negotiate with Department for reasonable overhead rates and fair and reasonable profit based on assumptions of risk, exposure to weather, size of the change, labor to material ratio, equipment requirements, and time of performance.
  - 10.7.2 In no case shall the Contractor's fee exceed the following percentages of the various percentages of the Cost of the Work involved.
    - 10.7.2.1 For costs incurred under paragraph 10.4.1 (Payroll Costs) of this Article, the Contractor's fee shall not exceed fifteen-percent (15%).
    - 10.7.2.2 For costs incurred under paragraph 10.4.2 (Costs of Materials and Equipment) of this Article, the Contractor's fee shall not exceed ten-percent (10%).
    - 10.7.2.3 For costs incurred under paragraph 10.4.3 (Cost of Subcontracts) of this Article, the Contractor's fee shall not exceed five-percent (5%) and the subcontractor's fee shall not exceed ten-percent (10%).
    - 10.7.2.4 For costs incurred under paragraph 10.4.3 of this Article, for work performed by a subcontractor's subcontractor, the Contractor's and the first subcontractor's fees shall not exceed five-percent (5%) each and the second subcontractor's fee shall not exceed ten-percent (10%).
    - 10.7.2.5 No fee shall be paid on the costs itemized under paragraphs 10.4.4 and 10.4.5 nor on subcontractors' fees derived in accordance with paragraphs 10.7.2.3 and 10.7.2.4.
  - 10.7.3 No fee shall be paid on premium portion of wages nor on increased wages due to delays.

10.8 Changes in the Contract Price due to changes in the Contract Time.

10.8.1 An increase in the Contract Price due solely to delays causing extensions in the Contract Time will be allowed only if the delays to the Work, or parts thereof, arise from acts or omissions of Department or Engineer which are longer than the time period(s) provided for review(s) or decision(s) as provided for in the Contract Documents, and provided further that the delays arise from changes in the Work covered by Proposed Change Orders or Change Orders prepared pursuant to Article 9 of the General Conditions or from suspensions of Work pursuant to paragraph 14.1 of the General Conditions. However no adjustment in the Contract Price shall be made under this paragraph for the following reasons:

10.8.1.1 For any extensions granted in the Contract Time to the extent that performance would have been so extended by any other cause including fault or negligence of Contractor or subcontractors, suppliers or other persons or organizations.

10.8.1.2 For any acceleration alternative in lieu of an extension proposed by Contractor, to the extent that the acceleration costs exceed those in connection with the alternative extension in Contract Time.

10.8.1.3 For which a Contract Price is provided or excluded under any other provision of the Contract Documents.

10.8.1.4 For delays which are covered by or which could be covered by reallocating the Total Float or a portion of it.

10.8.2 Recovery of damages for delay on account of extensions in Contractor's Progress Schedule or in connection with acceleration alternatives thereof will be allowed only when said delays extend the Work, or a part thereof, beyond the applicable Contract Time(s).

10.8.3 It is further expressly agreed and understood that Contractor will not be entitled to any compensation or damages on account of delays which meet the requirements of paragraph 10.12.3 of the General Conditions for time extensions but which can or could have been avoided by reallocating portions of the Total Float. Under this requirement, it is further understood and agreed that the only remedies for delays which are figured to cause an extension in the Contract Time or form the basis for a proposal for an acceleration alternative thereof solely due to the use of Total Float will consist of an increase in Contract Time only and shall exclude Contractor's right to recover any delay damages or compensation from Department.

10.9 In submitting proposals or asserting claims for changes under this Article, Contractor acknowledges and agrees that no adjustment shall be made: 1) for any escalation costs for any part of the Work which is not delayed beyond the applicable latest possible dates specified in the approved Progress Schedule, or 2) for any acceleration costs incurred without prior authorization from Department, or 3) for which an adjustment has been provided for, limited as to extent, or excluded under any other provision of the Contract Documents.

- 10.10 Contractor quotations substantiating the amount or extent of any proposed adjustment in Contract Price or Contract Time shall cover all known amounts or extents (direct, indirect and overhead) to which Contractor is entitled as a result of the proposed change. Pursuant to this requirement, Contractor acknowledges and agrees to the following waivers when executing Proposed Change Orders and Change Orders authorized in accordance with Article 9:
- 10.10.1 Contractor acknowledges and agrees that the adjustments in Contract Price and Contract Time stipulated in the Change Order represent full compensation for all increases or decreases in the cost of, or the time required to perform, the entire Work under the Contract arising directly or indirectly from the Change Order. Acceptance of this waiver constitutes an agreement between Contractor and Department that the Change Order represents an all-inclusive, mutually agreed upon, adjustment to the Contract for all direct, indirect and consequential costs and delays, and that Contractor will waive all rights to file a claim on the Change Order after it is duly executed.
  - 10.10.2 Acceptance by Contractor is evidence of mutual accord and satisfaction for those adjustments in the Contract Price and Contract Time stipulated in the Proposed Change Order, that Contractor will submit detailed supporting data within fifteen (15) days in accordance with Articles 10 and 11 of the General Conditions to allow negotiation of outstanding issues, and that the changes ordered and documented by the Proposed Change Order will be incorporated into a future Change Order subsequent to agreement on all outstanding issues.
- 10.11 Additional costs incurred due to acceleration or additional work performed by Contractor without an agreed upon Proposed Change Order will not entitle Contractor to an increase in Contract Price or Contract Time, except in the case of emergency work as provided in paragraph 5.23 of the General Conditions or in the case of uncovering Work as provided in paragraph 12.9 of the General Conditions.
- 10.12 The Contract Time may be changed only by a duly executed Change Order. Any proposal for an extension or shortening of the Contract Time shall be based on a Proposed Change Order in accordance with the provisions of this Article.
- 10.12.1 Contractor requests substantiating the extent of increase in the Contract Time shall be delivered to Engineer within fifteen (15) days of the event causing the proposed need for the extension in the Contract Time unless Department, in writing, allows an additional period of time. Contractor shall prove that the delays have materialized or will materialize despite reasonable, prudent, and diligent efforts to prevent such delays and meet the criteria set forth in this Article. Any delays by Contractor in submittal of proposals will not justify a delay or be basis for an extension of the Contract Time.
  - 10.12.2 Extensions in Contract Time due to delays to parts of the Work will not be granted until all Total Float available for those parts of the Work has been used.
  - 10.12.3 An extension in the Contract Time will not be granted unless Contractor can demonstrate, through an analysis of the Progress Schedule approved in accordance with the applicable provisions of the Standard Specifications, that



the delay in completing the applicable parts of the Work within the applicable Contract Time(s) arises from unforeseeable causes beyond the control and without the fault or negligence of Contractor or its Subcontractors, Suppliers or other persons or organizations, and which Contractor could not have guarded against, and that such causes do or will cause extension of the schedule for that part of the Work beyond the applicable Contract Time. Examples of such causes include 1) acts of God or of the public enemy, 2) fires, floods, epidemics, quarantine restrictions, 3) strikes, freight embargoes, 4) unusually severe weather, 5) delays of Subcontractors or Suppliers at any tier arising from unforeseeable causes beyond the control and without fault or negligence of both Contractor and the Subcontractors, Suppliers or other persons organizations.

10.12.4 All time limits stated in the Contract Documents are of the essence. They have been developed by taking into account:

10.12.4.1 The scope of the Work under the Contract Documents;

10.12.4.2 Reasonable time for performance of the Work, or parts thereof, as a whole; and,

10.12.4.3 The perceived sensitivity of the Work, or parts thereof, as a whole, to the potential delaying effect of causes meeting the requirements of paragraph 10.12.3.

10.12.4.4 Therefore, and as long as delays meeting the requirements of paragraph 10.12.3 are not to be considered by Contractor in the initial development of the Progress Schedule pursuant to paragraph 1.6 of the General Conditions and the Progress Schedule Section of the Standard Specifications, the initial Progress Schedule developed by Contractor could show Total Float with respect to the Contract Time, or contract Times. Pursuant to the Float sharing requirements of the Contract Documents (as set forth in the provisions of Progress Schedule Section of the Standard Specifications) any such Total Float materializing between Contractor's completion of the Work, or part thereof, as anticipated by Contractor's approved progress Schedule, and the corresponding Contract Time(s) will be available to Department, Engineer, Contractor and others to absorb delays that cannot be mitigated by any other means.

10.12.5 The provisions of Section 10.11 of this Article shall govern and be applicable to the following:

10.12.5.1 Changes in Contract Time initiated by Department or Contractor due to delays which meet the requirements of paragraph 10.12.4.

10.12.5.2 Contractor proposals to accelerate the Progress Schedule, in lieu of the alternate extension of Contract Time, due to delays meeting the requirements of paragraph 10.12.3.

10.12.6 The provisions of paragraphs 10.11, 10.12.2, and 10.12.3 shall exclude recovery for damages arising out of an acceleration alternative to an extension in Contract

Time on account of delays not meeting the requirements for extensions in Contract Time set forth in this Article.

- 10.12.7 The provisions of this Article 10 shall not exclude recovery for damages (including compensation for additional professional services and court costs) for delay by either party, except as otherwise specifically disallowed in this Article and in other provisions of the Contract Documents.
- 10.13 Failure, refusal or neglect by Contractor to comply with the time requirements for delivery of written Proposed Change Orders or notice of a claim shall be considered to be a waiver by Contractor of any request or claiming for extension in Contract Time.
- 10.13.1 Contractor proposals (or claims) substantiating Contractor's proposed adjustment in Contract Price shall be delivered within the time period stipulated in paragraph 9.3 and 9.4, unless Department in writing, allows an additional period of time to ascertain accurate cost data. Contractor shall prove that additional costs were necessarily incurred, despite Contractor's reasonable, prudent, and diligent efforts to prevent such costs and which meet the criteria set forth in this Article. Any delays in the submittal of Contractor proposals relative to adjustments in Contract Price will not justify a delay or constitute basis for an increase in Contract Price or an extension in Contract Time.
- 10.13.2 Contractor proposals (or claims) shall be submitted on forms required by Contract Documents, and shall remain firm for a period of at least 60 days from delivery of the proposal (or claim). Proposals (or claims) shall include itemized estimates of all costs and schedule adjustments that will result directly or indirectly from the changes described. Unless otherwise specified, itemized estimates shall be in accordance with the requirements of this Article of the General Conditions and in sufficient detail to reasonably permit an analysis by Engineer and Department of all quantities involved, labor and payroll costs, productivity rates, material costs, Subcontractor and Supplier costs, supplemental costs as described in paragraph 10.4.8, special consultant costs as described in paragraph 10.4.4, equipment costs, general and administrative overhead costs, field office overhead costs, and profit and shall cover all aspects of the Work involved in the change, whether such was deleted, added, changed, or impacted. Any amount claimed for Subcontractors, Suppliers or other persons or organizations shall be similarly supported. Itemized schedule adjustments shall be sufficiently detailed to permit an analysis of effects on the Progress Schedule as required in the Standard Specifications.

## **ARTICLE 11 - Unit Price Work and Cash Allowances**

### **Cash Allowances:**

- 11.1 Contractor shall include in the Contract Price all cash allowances named in the Contract Documents and all Work covered by those cash allowances shall be performed for an amount not to exceed those allowances without prior approval in writing by Engineer.
- 11.1.1 The allowances include the cost to Contractor (less any applicable trade discounts) of materials labor and equipment required by the allowances to be

delivered at the site, and all applicable taxes; and the cost documentation requirements of Articles 9, 10, 11 apply to cash allowances.

- 11.1.2 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.

**Unit Price Work:**

- 11.2 Where the Contract Documents provide that all or part of the Work to be performed on the basis of Unit Prices, the following shall apply:

- 11.2.1 The original Contract Price shall include the sum of the bid unit prices for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated on the Contract Bid Form.

- 11.2.2 Unless otherwise provided by the Contract Documents, the estimated quantities of Unit Price Work are not guaranteed and are solely for the purpose of comparing Bids and determining the initial Contract Price.

- 11.2.3 Engineer shall determine the actual quantities and classifications of Unit Price Work performed by Contractor and will review with Contractor preliminary determinations before recommending an Application for Payment for those items.

- 11.2.4 Contractor shall have included overhead and profit in the price of each separately stated unit price item bid.

- 11.2.5 The unit price of an item of Unit Price Work shall be subject to re-evaluation, negotiation, and possible adjustment under the following conditions:

- 11.2.5.1 If the total cost of a particular item of Unit Price Work changes by \$30,000 or five-percent (5%) or more of the total Contract Price, whichever is less, and the variation in the quantity of that particular item of Unit Price Work performed by Contractor differs by more than fifteen-percent (15%) from the estimated quantity of such item indicated in the Agreement; and

- 11.2.5.2 If Contractor justifies and adequately documents to the Department's satisfaction additional expenses have been incurred as a result thereof, or

- 11.2.5.3 If Department believes that the quantity variation entitles Department to an adjustment in the Unit Price,

Either Department or Contractor may make a request for an adjustment in the Contract Price in accordance with the Contract Documents. If the parties are unable to agree as to the effect of any such variations in the quantity of Unit Price Work performed, a claim may be made.

- 11.2.6 The negotiated Unit Price shall be applicable only to the variation in quantities above one hundred-fifteen-percent (115%) or below eighty-five-percent (85%) of the quantities estimated or indicated.
- 11.2.7 If Department or Contractor believes that the quantity variation requires an extension or shortening in Contract Time, either party shall within seven (7) working days of knowledge of the variation in quantities, submit a written Proposed Change Order to the other party and to Engineer, and substantiate the request within fifteen (15) days thereafter in accordance with the analysis and documentation provisions of the Standard and Supplementary Specifications.

**ARTICLE 12 - Warranty and Guarantee; Tests and Inspections; Correction, Removal or Acceptance of Defective Work**

***Warranty and Guarantee:***

- 12.1 Contractor warrants and guarantees to Department that all Work shall be in accordance with the Contract Documents and shall not be defective. Immediate notice of all defects shall be given to Contractor by Engineer. All defective Work, whether or not in place, may be rejected, corrected or accepted as provided in this Article.
  - 12.1.1 The obligations of Contractor under this paragraph 12.1 shall be in addition to and not in limitation of any obligation imposed upon it by special guarantees required by the Contract Documents or by Law.
  - 12.1.2 Notwithstanding anything in these Contract Documents to the contrary, when a particular item of equipment or part of the Work reaches Substantial Completion upon successful performance of Pre-operational Testing, and a) is not placed in continuous service until the commencement of the Correction Period, or b) is placed in continuous service upon reaching Substantial Completion (as a segment of a completed Project) but use will be limited until all segments of the Project reach substantial completion thereby commencing the Correction Period, and notwithstanding anything in the Contract Documents to the contrary, Contractor shall maintain the particular item of equipment or part of the Work in good order and in proper working condition during the period between the particular Substantial Completion date and the commencement of the Correction Period, and for such maintenance Contractor shall receive no adjustment in Contract Price. Also Contractor shall maintain the warranties and guarantees required under paragraph 12.1 of the General Conditions in full force and effect during the period between the particular item's Substantial Completion date and the commencement of the Correction Period, and for such warranties and guarantees Contractor shall receive no adjustment in Contract Price.
  - 12.1.3 The warranties and guarantees provided by Contractor under paragraph 12.1 of the General Conditions shall remain in full force and effect from the date of Substantial Completion of the Work, or part thereof, until one year after the date of commencement of the Correction Period or such a longer period as may be prescribed by Law or the terms of any applicable specific warranty or guarantee required by the Contract Documents or by any specific provision of the Contract Documents.

**One Year Correction Period:**

12.2 If within the period from the date of Substantial Completion of a particular item of equipment or a designated part of the Work to one (1) year after the commencement of the Correction Period, or such longer period as may be prescribed by Federal or New York State Law or by the terms of any applicable special guarantee required by the Contract Documents or by any specific provision of the Contract Documents, the particular item of equipment or designated part of the Work is found to be defective, Contractor shall promptly, without an adjustment in Contract Price and in accordance with Department's or Engineer's written instructions, either correct such Defective Work, or if it has been rejected by Department or Engineer, remove it from the site and replace it with Work which conforms to the requirements of the Contract Documents. Department or Engineer may direct the correction or removal and replacement of Defective or rejected Work. In addition to any other remedies which Department may have, Contractor shall pay the indirect and consequential costs of such correction or removal and replacement, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by Department due to delays to others performing work under a separate contract with Department, and other contractual obligations, if the Defective Work is not corrected or the rejected Work is not removed and replaced within 30 days of the Department's or Engineer's written rejection or request for rejection of Work unless otherwise provided for in writing. In the event that Contractor fails to pay such costs within 30 days after receipt of an invoice from Department, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount, and Department shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, a claim may be made therefore as provided in Articles 8, 9 and 10 of the General Conditions.

12.2.1 At the date of Substantial Completion of the Work, the parties have agreed on the date for commencement of the Correction Period. However, Department may at its sole option advance or delay the date for commencement of the Correction Period, and Contractor's obligations to extend warranties and guarantees in accordance with paragraphs 12.1.2 and 12.1.3 or to maintain the Work in accordance with paragraph 12.1.2 and 12.1.3 until then shall remain absolute. Applicable Change Orders or Proposed Change Orders shall be executed by the parties to adjust the Contract Price, as appropriate, on the basis of the unit prices declared in Contractor's Bid for extended warranty and extended maintenance requirements.

12.2.2 No later than 30 days before the date for commencement of the Correction Period, Engineer shall notify Contractor in writing of the date upon which the Correction Period is expected to commence, and Contractor shall ensure that the parts of the Work which reached Substantial Completion upon successful performance of Pre-operational Testing but were not placed in continuous service, are ready in their entirety by such date for use by Department as contemplated in the Contract Documents. In addition to any other damages payable by Contractor under these Contract Documents, Contractor shall also be liable for any damages suffered by Department on account of the parts of the Work which reached Substantial Completion upon successful performance of Pre-operational Testing but were not placed in continuous service at the beginning of the Correction Period because they were not ready for continuous utilization for the purposes for which they are intended.

- 12.2.3 Each month during the period between the date of Substantial Completion of parts of the Work which reached Substantial Completion upon successful performance of Pre-operational Testing and the date of commencement of the Correction Period, Contractor shall certify to Engineer in writing that the said parts of the Work are being properly maintained and will be ready for use by Department upon commencement of the Correction Period.
- 12.2.4 During the period described in Section 12.2.3 until commencement of the Correction Period, Contractor shall bear all risks of injury, loss, or damage to any part of the Work arising from the elements or from any other cause. Contractor shall rebuild, repair, restore, and make good at no cost to Department all injuries, losses, or damage to any portion of the Work occasioned by any cause and shall at no expense to Department provide suitable drainage and erect such temporary structures and take all other actions as are necessary for the protection of the Work. Suspension of the Work or the granting of an extension in Contract Time for any cause shall not relieve Contractor of its responsibility for the Work as herein specified.
- 12.2.5 Contractor's responsibilities under this Paragraph 12.2 are in addition to, not in lieu of, all other obligations imposed by these Contract Documents.

***Access to Work:***

- 12.3 Representatives of Department, Engineer, and representatives of testing agencies and governmental agencies with jurisdictional interests will have access to the Work at all times for observation, inspection and testing. Contractor shall provide proper and safe conditions for such access. Inspections, tests or observations by Engineer, Department or third parties may be performed to provide information to Department on the progress of the Work, however, this provision is not intended to create any duty or obligation to Contractor by Department or Engineer, nor is the information provided intended to fulfill Contractor's obligations under the Contract.

***Tests and Inspections:***

- 12.4 Contractor shall give Engineer timely notice of readiness of the Work for all required inspections, tests or approvals.
- 12.5 If a Law specifically requires any Work or part thereof, to be inspected, tested or approved, Contractor shall assume full responsibility therefor, pay all costs in connection therewith and furnish to Engineer the required certificates of inspection, testing or approval. Except as provided in Article 5, Contractor shall be responsible for and shall pay all costs in connection with any inspection or testing required in connection with Department's or Engineer's acceptance of materials or equipment proposed or submitted to Department and Engineer for approval prior or subsequent to Contractor's purchase thereof for incorporation in the work. The cost of all inspections, tests and approvals in addition to the above which are required by the contract documents shall be paid by Contractor.
- 12.6 All inspections, tests or approvals other than those required by Law to be performed or given by public body having jurisdiction over the Work or any part thereof, shall be performed by organizations acceptable to Department and Engineer. Contractor shall

perform sufficient inspection and testing of the Work to support the warranty and guarantee requirements of paragraph 12.1 and 12.2 of the General Conditions. Reference is made to the Supplementary Conditions, Standard Specifications and Supplementary Specifications for provisions applicable to the procurement of an independent testing laboratory.

- 12.7 If any Work, including the work of others, which is to be inspected, tested or approved is covered without written concurrence of Engineer, it must, if requested by Engineer, be uncovered for inspection. Such uncovering 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.
- 12.8 Neither inspections by Engineer nor inspections, tests or approvals by others shall relieve Contractor from Contractor's obligations to perform the Work in accordance with the Contract Documents.

***Uncovering Work:***

- 12.9 If any work is covered contrary to the written request of Engineer, it must, if requested by Engineer, be uncovered for Engineer's inspection and replaced at Contractor's expense.
- 12.10 If Engineer considers it necessary or advisable that covered Work be inspected 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.
- 12.10.1 If it is found that such Work is Defective, Contractor shall bear all direct, indirect and consequential costs of such uncovering, exposure, observation, inspection and testing, and of satisfactory reconstruction, including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by Department due to delays to others performing work under a separate contract with Department, and other contractual obligations, Contractor shall further bear the responsibility for keeping the Work on schedule and shall not be entitled to any extension of Contract Time or recovery of any delay damages due to the uncovering.
- 12.10.2 If, however, such Work is not found to be Defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Time, or both, directly attributable to such uncovering, exposure, observation, inspection, testing and reconstruction pursuant to Articles 9, 10 and 11.
- 12.10.3 When covered Work is uncovered and found to be Defective, all direct, indirect and consequential costs as established in paragraph 12.10.1 shall be paid by Contractor. In the event that Contractor fails to pay such costs within thirty (30) days after receipt of an invoice from Department, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount as an appropriate reduction in the Contract Price, and if the parties are unable to agree as to the amount thereof, the Contractor may make a claim therefore as provided in Articles 9 and 10 of the General Conditions.

***Department May Stop the Work:***

12.11 If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to furnish or perform the Work in such a way that the completed Work will conform to the Contract Documents, Department may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, this right of Department to stop the Work shall not give rise to any duty on the part of Department to exercise this right for the benefit of Contractor or any other party.

12.11.1 Contractor shall bear all direct, indirect and consequential costs of such order to Contractor to stop Work including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by Department due to delays to others performing work under a separate contract with Department, and other contractual obligations, and Contractor shall further bear the responsibility for maintaining schedule and shall not be entitled to any extension of contract time or recovery of any delay damages due to the order to stop Work.

12.11.2 In the event that Contractor fails to pay such costs within thirty (30) days after receipt of an invoice from Department, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount as an appropriate reduction in the Contract Price. If the parties are unable to agree as to the amount thereof, the Contractor may make a claim therefore as provided in Articles 8, 9, 10, and 11 of the General Conditions.

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

12.12 If required by Engineer, Contractor shall promptly, as directed, either correct all defective Work, whether or not fabricated, installed or completed, or, if the Work has been rejected by Engineer, remove it from the site and replace it with non-defective Work that conforms with the Contract Documents. Contractor shall bear all direct, indirect and consequential costs of such correction or removal including but not limited to fees and charges of engineers, architects, attorneys and other professionals, any additional expenses incurred by Department due to delays to others performing work under a separate contract with Department, and other contractual obligations. Contractor shall further bear the responsibility for keeping the Work on schedule and shall not be entitled to any extension in Contract Time or recovery of any delay damages due to the correction or removal. In the event that Contractor fails to pay such costs within thirty days after receipt of an invoice from Department, a Change Order or Proposed Change Order may be issued incorporating the unpaid amount, as an appropriate reduction in the Contract Price. If the parties are unable to agree as to the amount thereof, the Contractor may make a claim therefore as provided in Articles 8, 9, 10, and 11 of the General Conditions.

***Acceptance of Defective Work:***

12.13 If, instead of requiring correction or removal and replacement of defective Work, Department prefers to accept it, Department may do so. Contractor shall bear all direct, indirect and consequential costs attributable to Department's evaluation and determination to accept such Defective Work, such costs to include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, any



additional expenses incurred by Department due to delays to others performing work under a separate contract with Department, and other contractual obligations. Contractor shall further bear the responsibility for keeping the Work on schedule and shall not be entitled to any extension in Contract Time or recovery of any delay or acceleration damages due to Department's evaluation and determination to accept such Defective Work. If any such acceptance occurs prior to Engineer's recommendation of final payment, a Change Order may be issued incorporating the necessary revisions in the Contract Documents with respect to the Work; and Department shall be entitled to an appropriate reduction in the Contract Price. In the event that Contractor fails to pay such costs within thirty (30) days after receipt of an invoice from Department, or if the parties are unable to agree as to the amount thereof, Contractor may make a claim therefore as provided in Articles 8, 9, 10, and 11 of the General Conditions. If the acceptance occurs after final payment, an appropriate amount will be refunded by Contractor to Department.

***Department May Correct Defective Work:***

- 12.14 If Contractor fails within a reasonable time after written notice of Engineer to proceed to correct and to correct Defective Work or to remove and replace rejected Work as required by Engineer, 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, Department may, after seven (7) days' written notice to Contractor, correct and remedy any such deficiency. To the extent necessary to complete corrective and remedial action, Department may exclude Contractor from all or part of the site, take possession of all or part of the work and suspend or terminate 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 Department has paid Contractor but which are stored elsewhere. Contractor shall allow Department, and Department's representatives, agents and employees such access to the site as may be necessary to enable Department to exercise the rights and remedies provided by this paragraph and the Contract Documents. All direct, indirect and consequential costs of Department in exercising such rights and remedies will be charged against Contractor in an amount approved as to reasonableness by Engineer, a Change Order will be issued incorporating the necessary revisions in the Contract Documents with respect to the Work, and Department shall be entitled to an appropriate decrease in the Contract Price. If the parties are unable to agree as to the amount thereof, Contractor may make a claim therefore as provided in Article 8, 9, 10, and 11. Such direct, indirect and consequential costs shall include but not be limited to fees and charges of engineers, architects, attorneys and other professionals, all costs of delay and all costs of repair and replacement of work of others destroyed or damaged by correction, removal or replacement of Contractor's Defective Work. Contractor shall not be allowed an extension of the Contract Time because of any delay in performance of the Work attributable to the exercise by Department of Department's rights and remedies hereunder.

***ARTICLE 13 - Payments to Contractor and Completion***

***Schedule of Values:***

- 13.1 The schedule of values established as provided in paragraph 1.4 and 1.6 of the General Conditions shall serve as the basis for progress payments. Progress payments for Unit

Price Work shall be based on the number of units completed. Department will furnish Application for Payment forms.

***Application for Progress Payment:***

13.2 At least fourteen (14) days before each progress payment is scheduled to be submitted to the Department, Contractor shall submit to Engineer for review an Application for Payment on forms furnished by Department 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 bills of sale, invoices or other documentation supporting the cost, together with documents warranting that Department has received the materials and equipment free and clear of all liens, charges, security interests and encumbrances (each and all of these terms are hereinafter referred to as "Liens"). Each Application for Payment shall contain a certification by Contractor that progress payments received from Department on account of the Work have been applied by Contractor and its Subcontractors to discharge in full all of Contractor's and its Subcontractors' obligations stated in the prior Application for Payment, and that Contractor has verified the accuracy of the progress reported to have been completed by Contractor or its Subcontractors in the Application for Payment. Notwithstanding any other provisions of the Contract Documents to the contrary, neither Department nor Engineer are under any duty or obligation whatsoever to any Subcontractor or Supplier to insure that payments due and owing by Contractor to any of them are or will be made. Such parties shall rely only on Contractor's surety bonds for remedy of nonpayment by Contractor. The amount of retainage with respect to progress payments will be as provided for by the laws of New York State.

13.2.1 An Application for Payment a) will not be approved if the as-built documents, including but not limited to Drawings legibly marked in accordance with Contract Documents to record actual construction, are not kept current, and b) will not be approved until the completed as-built documents, showing all variations between the Work as actually constructed and as originally shown on the Drawings and other Contract Documents, have been inspected by Engineer. For the purpose of this paragraph, the as-built documents will be considered current if they include all of the documents itemized in paragraph 5.19 together with any other information that supplements or changes the original Contract Documents which has been delivered or otherwise made known to Contractor prior to the time when Application for Payment is to be reviewed by Engineer.

13.2.2 An Application for Payment will not be approved until Contractor has submitted and Engineer has reviewed the Progress Schedule and submittals required in Contract Documents which are due prior to that Application for Payment.

***Contractor's Warranty of Title:***

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

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

- 13.4 Engineer shall, within five (5) days after receipt of each Application for Payment, either recommend payment in writing and present the Application to Department 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. After presentation of the application for payment with Engineer's recommendation, the amount recommended shall be paid in accordance with New York State Law upon approval of the Department.
- 13.5 Department may refuse to make payment of the full amount recommended by Engineer for one or more of the following reasons: claims have been made against Department on account of Contractor's performance, or furnishing of the Work, Liens have been filed in connection with the Work, there are other facts or circumstances entitling Department to a set-off against the amount recommended, or Department has determined that Work performed by Contractor does not conform to Contract Documents including, but not limited to, moneys payable by Contractor to Department pursuant to the requirements of Articles 5 and 12 of the General Conditions. In the event of such refusal to pay the full recommended amount, Department must give Contractor prompt written notice (with a copy to Engineer) stating the reasons for such action.

***Substantial Completion:***

- 13.6 When Contractor considers all or part of the Work ready for its intended use, Contractor shall notify Department and Engineer in writing that the Work or specified part thereof, is substantially complete except for items specifically listed by Contractor as incomplete, and request that Engineer issue a certificate of Substantial Completion for the Work, or such specified part thereof. Within a reasonable time thereafter, not to exceed 30 days, Department, Contractor and Engineer shall make an inspection of the Work, or specified part thereof, to determine the status of completion. If Engineer or Department does not consider the Work, or specified part thereof, substantially complete, Engineer shall notify Contractor in writing giving the reasons therefor, after consultation with the Department. If Engineer considers the Work, or part thereof, substantially complete, Engineer shall prepare and deliver to Department a tentative certificate of Substantial Completion for the Work, or part thereof, which shall fix the date of Substantial Completion. There shall be attached to the certificate a list of items to be completed or corrected before final payment, and Engineer's written recommendation as to a division of responsibilities between Department and Contractor pending final payment including but not limited to security, operation, safety, maintenance, heat, utilities, insurance and warranties. Department shall have seven (7) days after receipt of the tentative certificate with attachments during which to make written objection to Engineer as to any provisions of the referenced submittals and to direct a revision of the tentative certificate. Unless Department and Contractor agree otherwise in writing and so inform Engineer or Department directs the revision of the certificate of Substantial Completion for the Work, or specified part thereof, Engineer's recommendation will be binding on Contractor until final payment.
- 13.7 Department shall have the right to exclude Contractor from the Work, or part thereof, after the date of Substantial Completion for the Work, but Department shall allow Contractor reasonable access to complete or correct items on the tentative list.

***Partial Utilization:***

13.8 Department may use any finished part of the Work which has specifically been identified in the Contract Documents, or which Department, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Department without significant interference with Contractor's performance of the remainder of the Work, may be accomplished prior to Substantial Completion of all the Work subject to the following:

13.8.1 Department at any time may direct Contractor in writing to permit Department to use any such part of the Work which Department believes to be ready for its intended use and substantially complete. Contractor may certify to Department and Engineer that said part of the Work is substantially complete and request Engineer to issue certificate of Substantial Completion for that part of the Work. Within a reasonable time after such direction, Department, Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Engineer does not determine that part of the Work to be substantially complete, Engineer will notify Department and Contractor in writing giving the reasons therefor. The provisions of paragraphs 13.6 and 13.7 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.

13.8.2 Department may at any time direct Contractor in writing to permit Department to take over operation of any such part of the Work although it is not substantially complete. A copy of such request will be sent to Engineer and within a reasonable time thereafter Department, Contractor and Engineer shall make an inspection of that part of the Work to determine its status of completion and will prepare a list of the items remaining to be completed or corrected thereon before final payment. If Contractor does not object in writing to Department and Engineer that such part of the Work is not ready for separate operation by Department, Engineer shall submit to Department a list of items to be completed or corrected together with a written recommendation as to a division of responsibilities between Department and Contractor, including but not limited to security, operation, safety, maintenance, utilities, insurance and warranties pending final payment for such Work. Department shall have seven (7) days to make written objection to Engineer's list and recommended division of responsibilities to direct a revision thereof. Such directed revision or otherwise objected list and recommended division of responsibilities, shall become binding upon Department and Contractor at the time when Department takes over such operation unless they shall have agreed otherwise in writing. During such operation and prior to Substantial Completion of such part of the Work, Department shall allow Contractor reasonable access to complete or correct items on said list and to complete other related Work.

***Final Inspection:***

13.9 Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will make a final inspection with Department 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 remedy such deficiencies.

***Final Application for Payment:***

- 13.10 After Contractor has completed all corrections to the satisfaction of Engineer and Department and delivered all maintenance and operating instructions, schedules, guarantees, Bonds, certificates of inspection, as-built documents (as provided in paragraph 5.19) and other documents - all as required by the Contract Documents, and after Engineer has indicated that the Work is acceptable (subject to the provisions of paragraph 13.12), Contractor may make application for final payment following the procedures for progress payments. The final Application for Payment shall be accompanied by all documentation called for in the Contract Documents, together with complete and legally effective releases or waivers satisfactory to Department of all Liens arising out of or filed in connection with the Work. In lieu thereof and as provided for by the laws of New York State and approved by Department, Contractor may furnish receipts or releases in full and an affidavit of Contractor that such receipts and releases include all labor, services, material and equipment for which a Lien could be filed, and that all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Department or Department's property might in any way be responsible, have been paid or otherwise satisfied; and consent of the surety, if any, to final payment. If any Subcontractor or Supplier fails to furnish a release or receipt in full, Contractor may furnish a Bond or other collateral satisfactory to Department to indemnify Department against any Lien.

***Final Payment and Acceptance:***

- 13.11 If, on the basis of Engineer's inspection of the work during construction and final inspection, and Engineer's review of the final application for payment and accompanying documentation, Engineer has determined that the work has been completed in substantial conformance with the Contract Documents and Contractor's other obligations under the Contract Documents have been fulfilled, Engineer will, within ten (10) days after receipt of the final application for payment, indicate in writing Engineer's recommendation of payment and present the application to Department for payment along with a certificate that the work was completed in substantial conformance with the contract documents. Thereupon Engineer will give written notice to Department and Contractor that the work is acceptable subject to the provisions of paragraph 13.13. Otherwise, Engineer will return the application to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application. After presentation to Department of the application and accompanying documentation, in appropriate form and substance, and with Engineer's recommendation and certification of substantial conformance with the Contract Documents, final payment will be paid by Department to Contractor in accordance with New York State Law. If Department believes deficiencies exist, it will so notify Engineer and Contractor in writing.
- 13.12 If, through no fault of Contractor, final completion of the Work is significantly delayed and if Engineer so confirms, Department shall, upon receipt of Contractor's final Application for Payment and recommendation of Engineer, and without terminating the Agreement, make payment of the balance due for that portion of the Work fully completed and accepted.

**Waiver of Claims:**

13.13 The making and acceptance of final payment will constitute:

13.13.1 A waiver of all claims by Department against Contractor, except claims arising from unsettled Liens, from Defective Work appearing after final inspection pursuant to paragraph 13.11 or from failure to comply with the Contract Documents or the terms of any special guarantees specified therein; however, it will not constitute a waiver by Department of any claims or rights with respect to Contractor's continuing obligations under the Contract Documents; and

13.13.2 A waiver of all claims by Contractor against Department other than those previously made in writing and still unsettled.

**ARTICLE 14 - Suspension of Work and Termination**

**Department May Suspend Work:**

14.1 Department may for its convenience, order Contractor in writing at any time to suspend the Work or any portion thereof for such a period of time as Department may determine to be appropriate. A suspension of Work order will fix the date on which the Work, or portion thereof, will be resumed. Contractor shall resume the Work, or portion thereof, on the date so fixed.

14.1.1 If the performance of the Work or portion thereof is suspended for a period of time which exceeds the Total Float available in the approved Progress Schedule for the portion or portions controlling the Work affected by a suspension of Work order pursuant to paragraph 14.1, or by an act of Department or Engineer in the administration of the Contract, or by Department's or Engineer's failure to act within the applicable latest dates substantiated in the approved Progress Schedule, Contractor will be allowed an increase in Contract Price or an extension in Contract Time, or both, necessarily caused by such suspension which extends the applicable latest dates in the approved Progress Schedule. However, no adjustment will be made under this paragraph of the General Conditions for any suspension to the extent: 1) that performance would have been so suspended by any other cause, including the fault and negligence of Contractor, or 2) for which an adjustment is provided, limited as to extent, or excluded under any other provision of the Contract Documents.

14.1.2 Contractor shall deliver to Engineer a written Proposed Change Order including at a minimum, justification for the request within seven (7) days or earlier if so required elsewhere in the Contract Documents, of the act or failure to act which Contractor believes gives rise to an adjustment in Contract Price or Contract Time pursuant to paragraph 14.1.1. Failure by Contractor to comply with the time requirements for delivery of written Proposed Change Orders will be considered to be a waiver by Contractor of any request for adjustment or claim for an increase in Contract Price or Contract Time for the period of time during which the Proposed Change Order has not been submitted.

14.1.3 Contractor's proposal with all supporting data shall be delivered within 15 days of such notice or within twenty-two (22) days of such occurrence, whichever is

later, unless Department allows an additional period of time to obtain more accurate data. Contractor shall prove that additional costs and delays were necessarily incurred which meet the criteria set forth in Articles 9, 10 and 11 of the General Conditions, despite Contractor's reasonable, prudent, and diligent efforts to prevent such costs or delays.

- 14.2 In addition to the provisions of Appendix B, if Department stops Work in accordance with Article 12.11 of the General Conditions or suspends Contractor's services in accordance with Article 12.11, or suspends the work or any portion thereof because of Contractor's failure to prosecute the work and to protect persons and property, Contractor shall not be entitled to an extension of Contract Time or an increase in Contract Price.

***Department May Terminate:***

- 14.3 Department may serve written notice upon Contractor and its surety that it intends to terminate the Contract for cause upon the date specified which shall not be less than seven (7) days from the date of the notice. Such notice shall contain the reasons for the intended termination which shall be effective on the date specified unless Contractor shall cease the violation(s) or make arrangements which are satisfactory to the Department to address the violation(s). Upon termination, the Department may exclude Contractor from the site and take possession of the Work and of all Contractor's tools, appliances, construction equipment and machinery at the site and use the same to the full extent they could be used by Contractor without liability to Contractor for trespass or conversion, incorporate in the work all materials and equipment stored at the site or for which Department has paid Contractor but which are stored elsewhere, and finish the Work as Department may deem expedient. In such case Contractor shall not be entitled to receive any further payment until the Work is finished. If the unpaid balance of the Contract Price exceeds the direct, indirect and consequential costs of completing the Work including but not limited to fees and charges of engineers, architects, attorneys and other professionals and court costs, such excess will be paid to Contractor. If such costs exceed such unpaid balance, Contractor shall pay the difference to Department. Such costs incurred by Department will be approved as to reasonableness by Engineer and incorporated in a Change Order or Proposed Change Order.

Department may terminate for cause upon the occurrence of any one or more of the following events:

- 14.3.1 If Contractor commences a voluntary case under any chapter of the Bankruptcy Code, as now or hereafter in effect, or if Contractor takes any equivalent or similar action by filing a petition or otherwise under any other federal or state law in effect at such time relating to the bankruptcy or insolvency;
- 14.3.2 If a petition is filed against Contractor under any chapter of the Bankruptcy Code as now or hereafter in effect at the time of filing, or if a petition is filed seeking any such equivalent or similar relief against Contractor under any other federal or state law in effect at the time relating to bankruptcy or insolvency;
- 14.3.3 If Contractor makes a general assignment for the benefit of creditors;
- 14.3.4 If a trustee, receiver, custodian or agent of Contractor is appointed under applicable law or under contract, whose appointment or authority to take charge

of property of Contractor is for the purpose of enforcing a lien against such property or for the purpose of general administration of such property for the benefit of Contractor's creditors;

- 14.3.5 If Contractor admits in writing an inability to pay its debts generally as they become due;
  - 14.3.6 If Contractor fails to perform the Work in accordance with the Contract Documents, including, but not limited to, failure to supply sufficient skilled workers, or suitable materials or equipment, or failure to adhere to the progress schedule established under paragraph 1.6 as revised from time to time or failure to submit an updated schedule as required by paragraph 5.6;
  - 14.3.7 If Contractor disregards Laws or Regulations of any public body having jurisdiction;
  - 14.3.8 If Contractor disregards the authority of Engineer;
  - 14.3.9 If Contractor filed certification in accordance with New York State Finance Law §139-k which was intentionally false or intentionally incomplete; or
- 14.4 Where Contractor's services have been so terminated by Department, the termination shall not affect any rights or remedies of Department against Contractor then existing or which may thereafter accrue. Any retention or payment or moneys due Contractor by Department will not release Contractor from liability.
- 14.5 The Department may without cause and without prejudice to any other right or remedy terminate the Contract for convenience upon seven (7) days written notice to Contractor, its surety and Engineer, and elect to abandon the Work and terminate the Agreement. In such case, Contractor shall be paid for all Work accepted by Department.

***Contractor May Stop Work or Terminate:***

- 14.6 If, through no act or fault of Contractor, Engineer fails to act on any Application for Payment within thirty (30) days after it is submitted, or Department fails for one hundred and twenty (120) days to pay Contractor any sum finally determined to be due by Department, then Contractor may, upon seven (7) days' written notice to Department and Engineer, terminate the Agreement and recover from Department payment for all Work accepted by Department. In lieu of terminating the Agreement, if Engineer has failed to act on an Application for Payment or Department has failed to make any payment as aforesaid, Contractor may upon seven (7) days written notice to Department and Engineer stop the Work until payment of all amounts then due. The provisions of this paragraph shall not relieve Contractor of the obligations under paragraph 5.31 to carry on the Work in accordance with the progress schedule and without delay during disputes and disagreements with Department.



**ARTICLE 15 - Miscellaneous**

**Notice and Service:**

- 15.1 The term “notice” in this Article shall refer to any notice required under the Contract for claims (delay, change order, extra work, liquidated damages, etc.) or initial contract disputes against the Department. When notice is required to be sent by the Contractor to the Department, it must be in writing and provided within 15 calendar days of the date that the Contractor knew or should have known of the facts that form the basis of the claim or dispute. Notice should be as factually complete as possible, and contractors should have a continuing duty to promptly provide the agency with information about conditions of the claim. If a claim or dispute involves a matter of life, health or safety, notice must be made immediately to the Department.
- 15.1.1 The Contractor shall give the Department immediate notice in writing of the initiation of any legal action or suit which relates in any way to a subcontract with a subcontractor or which may affect the performance of the Contractor’s duties under the contract.
- 15.1.2 The written notice must be addressed and delivered to the Project Manager at the address provided in Article 2 of Section IV.
- 15.1.3 Written notice may be provided by the Contractor to the Department in one of the three methods to achieve actual notice: (i) first class mail and email; (ii) certified mail and first-class delivery; or (iii) overnight mail and first-class delivery. The written notice shall contain a sufficient description of the claim or dispute pursuant to the provisions of the Contract.
- 15.1.4 Upon receipt of the written notice from the Contractor, the Department shall provide a written acknowledgment of receipt of notice. The Department’s failure to provide written acknowledgment shall not be deemed a breach of contract or alter the Contractor’s obligation to provide timely notice.
- 15.1.5 Any notice to or demand upon Contractor shall be deemed served if delivered to Contractor’s representative at the site or if delivered to the individual proprietor if Contractor is an individual, to a partner if Contractor is a partnership or to an officer of the corporation if Contractor is a corporation, at the office of Contractor specified in the Contract Documents, or if deposited in the United States mail in a sealed, postage prepaid envelope, addressed to the principal office of Contractor listed in the Contract Documents, or emailed to the electronic address provided in Section V- Bid Forms and Acknowledgement and followed by written notice.
- 15.1.6 Any written notice or other communication to Contractor’s Surety or Sureties shall be delivered or mailed to the home office of the Surety or Sureties, or to the agent or agents who executed the Bonds on behalf of the Surety or Sureties.
- 15.1.7 Any such notice or demand shall be deemed to have been given or made as of the time of actual delivery, or, in the case of mailing, at the time of actual receipt thereof.

**Computation of Time:**

- 15.2 When any period of time is referred to in the Contract Documents by days, it will be computed to exclude the first and include the last calendar day of such period. If the last calendar day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the State of New York, such day will be omitted from the computation. This does not apply to contract completion time as set forth in Article 6 of the Agreement.

**General:**

- 15.3 Should Department or Contractor suffer injury or damage to person or property because of an act or omission to act of the other party, its employees or agents or others for whose acts the other party is legally liable, a Claim may be made therefore, in writing to the other party within a reasonable time of the first observance of such injury or damage. The provisions of this paragraph shall not be construed as a substitute for or a waiver of the provisions of any applicable statute of limitations or repose.
- 15.4 The duties and obligations imposed by these General Conditions and the rights and remedies available to the parties hereunder, including but not limited to the warranties, guarantees and obligations imposed upon Contractor by Contract Documents and all of the rights and remedies available to Department thereunder, are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by New York State Laws, by special warranty or guarantee or by other provisions of the Contract Documents. The provisions of this paragraph shall be as effective as if repeated specifically in the Contract Documents in connection with each particular duty, obligation, right and remedy. All representations, warranties and guarantees made in the Contract Documents shall survive final payment and termination or completion of the Agreement.
- 15.5 The obligation of Contractor to maintain the Work, or any part thereof, until the completion of the Correction Period shall survive final payment and termination or completion of the Agreement.

**No Waiver of Legal Rights:**

- 15.6.1 Inspection by Engineer or by any of its duly authorized representatives, any measurement or report by Engineer, any order by Department for the payment of money, any payment for or acceptance or possession of any Work or any extension in Contract Time or any possession taken by Department shall not operate as a waiver of any provision of the Contract Documents, or any power therein preserved to Department, or of any right to damages therein provided. Any Waiver of any breach of this Contract shall not be held to be a waiver of any other or subsequent breach.
- 15.6.2 Department reserves the right to correct any error that may be discovered in any estimate that may have been paid, and to adjust the same to meet the requirements of the Contract Documents. Department further reserves the right, should proof of Defective Work on the part of Contractor be discovered after the final payment has been made, to claim, and recover by process of law, such sums as may be sufficient to correct the error, or make good the defects in the Work.

- 15.6.3 Any waiver of any provision of the Contract Documents shall be specific, shall apply only to the particular item or matter concerned and shall not apply to other similar or dissimilar items or matters.

***Affidavit and Release of Lien:***

- 15.7.1 When the Work has been completed, Contractor shall execute a final release of Lien and an Affidavit declaring that all bills have been paid in full, and that the requirements of the New York State Labor Law have been complied with.
- 15.7.2 These documents will be furnished to Department on the forms provided by Department.
- 15.7.3 Contractor shall be responsible for obtaining and submitting these forms to Department for all subcontractors involved in the Work.

***Recovery Rights Subsequent to Final Payment:***

- 15.8 Department reserves the right, should an error be discovered in an Application for Payment or should proof of Defective Work or materials used by or on the part of Contractor be discovered after the final payment has been made, to claim and recover from Contractor or his Surety, or both, by process of law, such sums as may be sufficient to correct the error or make good the defects in the Work and materials.

***General Guarantee:***

- 15.9 Neither the final acceptance, nor final payment by Department, nor any provision of the Contract Documents, nor partial or entire use of the Work by Department, shall constitute an acceptance of Work not done in accordance with the Contract Documents or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Contractor guarantees the remedy of all Defective Work and payment for all damage to other Work, persons or property resulting therefrom which shall occur within one (1) year from the date of final acceptance unless a longer period is required by Contract Documents, by Law, or by standard practice. Department will give notice of observed Defective Work with reasonable promptness. Contractor shall ensure that its Surety shall be bound with and for Contractor in the faithful observance of this General Guarantee.

***Audit; Access to Records:***

- 15.10.1 In addition to the rights of access set forth in Appendix A, if Contractor has submitted Cost and Pricing Data in connection with the pricing of any Change Order, Proposed Change Order or Claim related to this Contract, Department and Engineer or any of their duly authorized representatives shall have the right to examine and audit all books, ledgers, records, and documents pertinent to all Cost and Pricing data available and relied upon by Contractor including but not limited to that used by Contractor in the determination of its Bid for the Work, in order to evaluate the accuracy, completeness, and currency of the Cost or Pricing data.

- 15.10.2 Contractor shall make available at Contractor's office at all reasonable times the materials described in paragraph 15.10.1 above, for examination, audit, or reproduction, until six (6) years after final payment under this Contract.
- 15.10.2.1 If this Contract is completely or partially terminated, the records relating to the Work terminated shall be made available for six (6) years after any resulting final termination settlement.
- 15.10.2.2 Records pertaining to appeals under Article 8 of Appendix B of the Agreement, to litigation or the settlement of claims arising under or relating to the performance of this Contract shall be made available until disposition of such appeals, litigation, or claims.
- 15.10.3 A provision stating that all the requirements of this Article of the General Conditions are applicable to Subcontracts under this Contract exceeding \$50,000 in value shall be inserted by Contractor in all such subcontracts.

***Price Reduction for Defective Cost or Pricing Data:***

- 15.11.1 This provision shall become operative only for any Change Order, or Proposed Change Order or claim settlement under this Contract involving aggregate increases and/or decreases in costs, plus applicable profits, of more than \$10,000; except that this provision shall not apply to any amendment to the Contract for which the price of the Work involved in the amendment is:
- 15.11.1.1 Based on adequate price competition;
- 15.11.1.2 Based on established catalog or market prices of commercial items sold in substantial quantities to the general public, or
- 15.11.1.3 Set by New York State law.
- 15.11.2 If any price, including profit, negotiated in connection with any Change Order, Proposed Change Order or claim settlement under this provision, was increased because: 1) Contractor or a Subcontractor, Supplier, other person or organization furnished Cost and Pricing Data that were not complete, accurate, and current as certified in its Certificate of Current Cost or Pricing Data; 2) a designated or prospective Subcontractor, Supplier, other person or organization furnished Contractor Cost and Pricing Data that were not complete, accurate, and current as certified in the Contractor's Certificate of Current Cost and Pricing Data; or 3) any of these parties furnished data of any description that were not accurate, the price shall be changed accordingly and the Contract shall be adjusted to reflect the change. This right to a change in Contract Price is limited to that resulting from defects in data relating to amendments to the Contract for which this provision becomes operative under paragraph 15.11.1 above.
- 15.11.3 Any decrease in Contract Price under paragraph 15.11.2 above due to defective data from a designated or prospective Subcontractor, Supplier, other person or organization that was not subsequently awarded the Subcontract or purchase order shall be limited to the amount, plus applicable overhead and profit markup, by which 1) the actual Subcontract or purchase order or 2) the actual cost to

Contractor, if there was no Subcontract or purchase order, was less than the prospective Subcontract or purchase order, cost estimate submitted by Contractor; provided, that the actual Subcontract or purchase order price was not itself affected by defective cost or Pricing data.

15.11.4 Before awarding any Subcontract or purchase order which exceeds or can be reasonably expected to exceed \$150,000 when entered into, or pricing any Change Order or Proposed Change Order or claim settlement involving a pricing adjustment expected to exceed \$10,000, Contractor shall require the Subcontractor, Supplier, other person or organization to submit Cost or Pricing data (actually or by specific identification in writing), unless the price is:

15.11.4.1 Based on adequate price competition;

15.11.4.2 Based on established catalog or market prices of commercial items sold in substantial quantities to the general public; or

15.11.4.3 Set by New York State law.

15.11.5 Contractor shall require such Subcontractor, Supplier, other person or organization to certify in the form prescribed in the Contract Documents, that to best of its knowledge and belief, the data submitted under paragraph 15.11.4 is accurate, complete, and current as of the date of agreement on the negotiated price of the Subcontract, purchase order, Change Order, Proposed Change Order, or claim settlement affecting the Subcontract.

15.11.6 Contractor shall make the provisions of this Article applicable to all Subcontracts or purchase orders that exceed or can be reasonably expected to exceed \$150,000.

**No Waiver:**

15.12.1 The rights and remedies set forth in the Contract Documents are not exclusive and are in addition to any other rights and remedies provided by law or equity. The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by New York State law.

15.12.2 No act or omission by Department or Contractor shall constitute a waiver of any right or duty afforded any of them under the Contract Documents, nor shall any such act or omission constitute an approval of or acquiescence in any breach thereunder, except as may be specifically agreed in writing.

**Comparable or Equivalent Terms:**

15.13.1 Contractor warrants, represents and guarantees that all of the prices, terms, warranties and benefits granted to Department under the Contract are comparable to or better than the equivalent terms, prices, warranties and benefits offered to any other existing customer for similar Work.

- 15.13.2 In addition to the other remedies available, Department may demand repayment for any excess payment, plus interest thereon, for failure of Contractor to comply with paragraph 15.13.1.

***Unlawful Provisions Deemed Stricken:***

- 15.14.1 If the Contract Documents contain any unlawful provisions, such unlawful provisions shall be of no effect. Any provision determined to be unlawful by a court of competent jurisdiction, shall be deemed stricken from the Contract Documents without affecting the validity of the remaining provisions of the Contract Documents.

***All Legal Provisions Included:***

- 15.15.1 All provisions of Law required to be included in the Contract Documents shall be and are inserted herein. If through mistake, neglect, oversight or otherwise, any such provision has not been included or included in improper form, upon the application of either party, the Contract Documents shall be amended in writing at no increase in Contract Price nor extension in Contract Time, so as to comply with the Law.

***No Estoppel:***

- 15.16 Department or any officer, employee, servant or agent thereof, shall not be estopped, bound or precluded by any determination, return, decision, approval, order, letter, payment or certificate made or given by Engineer or any other officer, employee, servant or agent of Department, at any time, either before or after final completion and acceptance of the Work and payment therefor:

- 15.16.1 From showing the true and correct amount, classification, quality, and character of the Work completed and materials furnished by Contractor or any other person under the Contract, or from showing at any time that any determination, return, decision, approval, order, letter, payment, or certificate is untrue and incorrect, or improperly made in any particular, or that the Work or the materials or any part thereof, do not in fact conform to the Contract Documents; or,

- 15.16.2 From demanding the recovery of any overpayments made to Contractor, or such damages as Department may sustain by reason of failure to perform each and every term, provision or condition of the Contract in accordance with its terms.

***Prohibited Interests:***

- 15.17 No official of Department who is authorized in such capacity on behalf of Department to negotiate, make, accept or approve or to take part in the negotiating, making or approving any architectural, engineering, inspection, construction or material supply contract or any Subcontractor in connection with the Work or the Project of which the Work is a part, shall be knowingly permitted by Contractor to become directly or indirectly interested personally in this Contract or in any part thereof. No officer, employee, architect, attorney, engineer or project representative of or for Department who is authorized in such capacity and in behalf of Department to exercise any executive, supervisory or other similar function in connection with the Work or the Project of which the Work is a part shall be knowingly

permitted by Contractor to become directly interested personally in this Contract or in any part thereof.

***No Third Party Beneficiary:***

15.18 Contractor acknowledges and agrees that it is not a third party beneficiary to any other agreement between the Department and any third party and/or any work product prepared or work performed for the Department by any third party, including but not limited to the contract between and/or work or work product performed by the Engineer; that nothing in the bid documents or the contract document shall be construed so as to give the contractor any legal or equitable claim, right or remedy against any other party with whom the Department has contracted, including but not limited to the Engineer; that nothing in any separate agreement between Department and any third party, including but not limited to the Engineer shall be construed to give the contractor any legal or equitable claim, right or remedy against such third party; rather such agreements are acknowledged and agreed to be intended to be for the sole exclusive benefit of the parties thereto. Contractor further acknowledges and agrees that its sole rights and remedies in connection with its bidding and performance of the work to be performed by it under the bid documents and contract documents are limited to such rights and remedies as are provided under the bid documents and contract documents. Further, contractor acknowledges and agrees that no claim against any third party, including but not limited to the Engineer, which is in separate contractual privity with the Department, shall arise out of such contractor's or the Engineer's performance of services for the Department pursuant to such separate contract.

Nothing herein shall release or waive any direct claim which the Department may have against any such separate contractor, including the Engineer, pursuant to the terms of the Department's contract with such third party.

Should any direct claim be brought by contractor against any third party in separate direct contractual relationship with the Department, contractor agrees to reimburse to the Department and to such separate contractor, including Engineer, their reasonable and necessary costs, including legal fees, incurred in the defense of such claim or claims.

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## **SECTION IX**

### ***Supplementary Conditions***

These Supplementary Conditions (SC) amend or supplement the provisions, as indicated below, of the Contract Documents. All provisions which are not so amended or supplemented remain in full force and effect.

The terms used in these Supplementary Conditions will have the meanings indicated in Section II – Terms and Definitions. Additional terms, if any, used in these Supplementary Conditions have the meanings indicated below, which are applicable to both the singular and plural thereof.

#### **SECTION VIII - Article 4.2.c**

The CONTRACTOR shall name the State of New York, New York State Department of Environmental Conservation, New York State Department of Transportation, New York State Canal Corporation, Property Owner, and Engineer as additional insured and shall provide each of those entities with certificate(s) of insurance indicating the same.

#### **SC 1.0-PROTECTION OF ON-SITE UTILITIES**

The Contractor's attention is directed to the existing utilities running throughout the work. The Contractor is required to take any and all precautions necessary to locate, support and protect these utilities during construction. All costs associated with protecting, supporting, locating, digging test pits, etc., of all utilities or process pipelines shall be included in the prices bid for all work.

The locations of all utilities shown on the contract drawings are based on available in-house information furnished by the owner and utility companies and public agencies with lines and property in the vicinity of the proposed work areas and are not guaranteed to be complete or accurate. The contractor shall obtain utility mark outs on all public and private properties in accordance with all local and state requirements where work under this contract is to be performed. Prior to any excavation or construction, the contractor shall notify the owner, all utility companies and applicable agencies and request a mark out of their lines and properties in the field in the area of the proposed work. In addition, on the project site (outside of public right-of-way), the contractor shall provide the services of an independent utility mark out service subcontractor qualified to locate and mark out all utilities in the vicinity of the work using the appropriate equipment and methods available prior to construction. The subcontractor shall survey (location/elevation) and prepare a utilities location as-built drawing for use by the contractor in performance of the work under this contract.

Prior to any excavation, in addition to utility location and mark outs performed by the contractor, local and state required services and the independent mark out service subcontractor, the contractor shall accurately locate existing utilities by probing test holes and excavating test pits where existing underground utilities are known to exist in the vicinity of the new work and at maximum intervals of 25 feet along the route or within the area of the proposed work. The contractor shall survey (location/elevation) and prepare an as-built drawing of all underground utilities encountered while constructing test pits and/or test hole probes for use in performance of the work under this contract. The contractor shall backfill/restore the holes and pits and mark

out the existing utilities and take extreme caution against damaging the utilities during excavation or sheeting installation.

Schedules for maintenance of utility mark outs on public and private property shall be consistent with New York State law throughout the duration of the Contract.

During construction/excavation, the contractor shall locate each utility by hand digging methods prior to the use of mechanical excavation equipment. During construction/excavation, if the contractor encounters evidence of suspected unmarked utilities, such as magnetic tape or other underground markers, the contractor shall promptly determine the location of the suspected utility, if any, before proceeding with the work. The contractor shall cooperate with the Owner and the utility companies involved to avoid delay or interference of service normally performed by their lines and properties.

The contractor shall be responsible for all costs associated with pre-project construction utility survey(s)/mark out(s), the construction of the test holes and test pit work, and utility as-builts for this project, as well as protection and hand digging operations to verify location of all utilities during construction.

**SECTION X**

***Standard Specifications***

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**SECTION X – STANDARD SPECIFICATIONS**

<b><u>Document Section</u></b>	<b><u>Title</u></b>	<b><u>Initial Page</u></b>
01 25 00	SUBSTITUTION PROCEDURES	01 25 00-1
01 26 00	CONTRACT MODIFICATION PROCEDURES	01 26 00-1
01 29 73	SCHEDULE OF VALUES	01 29 73-1
01 29 76	PROGRESS PAYMENT PROCEDURES	01 29 76-1
01 31 00	PROJECT MANAGEMENT AND COORDINATION	01 31 00-1
01 31 19.13	PRE-CONSTRUCTION CONFERENCE	01 31 19.13-1
01 31 19.23	PROGRESS MEETINGS	01 31 19.23-1
01 31 26	ELECTRONIC COMMUNICATION PROTOCOLS	01 31 26
01 32 16	PROJECT SCHEDULE	01 32 16-1
01 32 33	PHOTOGRAPHIC DOCUMENTATION (AERIAL AND GROUND)	01 32 33-1
01 33 00	PROJECT SUBMITTALS AND PROCEDURES	01 33 00-1
01 35 29	CONTRACTOR'S HEALTH AND SAFETY PLAN	01 35 29-1
01 35 43.13	ENVIRONMENTAL PROCEDURES FOR HAZARDOUS MATERIALS	01 35 43.13-1
01 40 00	QUALITY REQUIREMENTS	01 40 00-1
01 42 00	REFERENCES	01 42 00-1
01 43 36	SAMPLING	01 43 36-1
01 45 29.13	TESTING LABORATORY SERVICES FURNISHED BY CONTRACTOR	01 45 29.13-1
01 50 00	TEMPORARY FACILITIES, CONTROLS, AND DECONTAMINATION	01 50 00-1
01 52 11	ENGINEER'S FIELD OFFICE	01 52 11-1
01 52 13	CONTRACTOR'S FIELD OFFICE AND SHEDS	01 52 13-1
01 55 13	ACCESS ROADS AND PARKING AREAS	01 55 13-1
01 57 33	SECURITY	01 57 33-1
01 58 00	PROJECT IDENTIFICATION AND SIGNS	01 58 00-1
01 62 00	PRODUCT OPTIONS	01 62 00-1
01 65 00	PRODUCT DELIVERY REQUIREMENTS	01 65 00-1
01 66 00	PRODUCT STORAGE AND HANDLING REQUIREMENTS	01 66 00-1
01 71 23	FIELD ENGINEERING	01 71 23-1
01 76 50	NUISANCE CONTROLS	01 76 50-1
01 77 00	CLOSEOUT PROCEDURES	01 77 00-1
01 77 23	INSPECTIONS	01 77 23-1
01 78 39	PROJECT RECORD DOCUMENTS	01 78 39-1
01 89 29	GREEN REMEDIATION PRACTICES	01 89 29-1

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## SECTION 01 25 00 – SUBSTITUTION PROCEDURES

## PART 1 - GENERAL

## 1.1 DESCRIPTION

- A. Scope: Section includes:
  - 1. Administrative and procedural requirements for selecting materials and equipment for the Project.
  - 2. Procedural requirements for substitutions of materials and equipment.
  - 3. Procedural requirements for substitute construction methods or procedures, when construction methods or procedures are specified.
  - 4. This section supplements the requirements of Article 5.7 of the General Conditions.
- B. A proposed substitute will not be accepted for review if:
  - 1. Approval would require changes in design concept or a substantial revision of the Contract Documents.
  - 2. Approval would delay completion of the Work or the work of other contractors.
  - 3. Substitution request is indicated or implied on a Shop Drawing or other submittal, or on a request for interpretation or clarification, and is not accompanied by Contractor's formal and complete request for substitution.
- C. If proposed substitute is not approved, Contractor shall provide the specified materials, equipment, method, or procedure, as applicable.
- D. Approval of a substitute does not relieve Contractor from requirement for submitting Shop Drawings and other submittals in accordance with the Contract Documents.
- E. Engineer and Department have the right to rely upon the completeness and accuracy of the information included in Contractor's request for approval of a substitute, and Contractor accepts full responsibility for the completeness and accuracy thereof.
- F. When approved substitute is defective or fail to perform in accordance with the Contract Documents, responsibility for remedying the defect or failure resides solely with Contractor and Supplier.

## 1.2 SUBSTITUTE MATERIALS AND EQUIPMENT

- A. Requests for approval of substitute items of materials or equipment will be evaluated in accordance with the requirements of the Article 5.7 of the General Conditions.
- B. Procedure:
  - 1. Submit requests for substitution in accordance with requirements for furnishing submittals, as indicated in Section 01 33 00, Project Submittals and Procedures.
  - 2. Submit separate request for each proposed substitute.
  - 3. Submit request for substitution using forms attached to this Section. Complete all information requested on each form and enclose with the forms supplementary information

as required. In addition to requirements of the General Conditions and information required on substitution request forms, include with each substitute request the following:

- a. Identification of the materials and equipment (as applicable), including manufacturer's name and address.
- b. Manufacturer's literature with description of the materials and equipment, performance and test data, and reference standards with which materials and equipment comply.
- c. Samples, when appropriate.
- d. Name and address of similar projects on which the materials and equipment were used, date of installation, and names and contact information (including telephone number) for the facility operations and maintenance manager.

### 1.3 SUBSTITUTE CONSTRUCTION METHODS OR PROCEDURES

- A. Where construction methods or procedures are specified, for a period of 15 days after the Effective Date of the Contract, Engineer will consider Contractor's written requests for substitute construction methods or procedures shown or specified in the Contract Documents.
- B. The provisions of the General Conditions, as may be modified by the Supplementary Conditions, regarding substitute items of materials and equipment are hereby extended to apply to substitute construction methods or procedures.
- C. Procedure:
  1. Submit requests for substitution in accordance with requirements for furnishing submittals, as indicated in Section 01 33 00, Project Submittals and Procedures.
  2. Submit separate request for each proposed substitute.
  3. Submit request for substitution using forms attached to this Section. Complete all information requested on each form and enclose with the forms supplementary information as required. In addition to requirements of the General Conditions and information required on substitution request forms, include with each substitute request the following:
    - a. Detailed description of proposed method or procedure.
    - b. Itemized comparison of the proposed substitution with the specified method or procedure.
    - c. Drawings illustrating method or procedure.
    - d. Other data required by Engineer to establish that proposed substitution is equivalent to specified method or procedure.

### 1.4 CONTRACTOR'S REPRESENTATIONS

- A. In submitting request for substitution, Contractor represents that:
  1. Contractor has read, fully understands and complies with the provisions regarding substitutes as indicated in the General Conditions, as may be modified by the Supplementary Conditions.
  2. Substitution request is complete and includes all information required by the Contract Documents.
  3. Contractor certifications required by the General Conditions, as may be modified by the Supplementary Conditions, are valid and made with Contractor's full knowledge, information, and belief.
  4. Contractor will provide the same or better guarantees or warranties for proposed substitute as for the specified materials, equipment, methods, or procedures, as applicable.



5. Contractor waives all Claims for additional costs or extension of time related to proposed substitute that subsequently may become apparent.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 ATTACHMENTS

- A. The documents listed below and attached following this Section's "End of Section" designation, are part of this Specification Section.
  1. Substitution Request Form (two pages).
  2. Product Substitution Checklist (one page).

\* END OF SECTION 01 25 00 \*

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# **SUBSTITUTION REQUEST**

Project: \_\_\_\_\_ Substitution Request Number: \_\_\_\_\_  
\_\_\_\_\_  
From: \_\_\_\_\_  
To: \_\_\_\_\_ Date: \_\_\_\_\_  
\_\_\_\_\_  
Engineer Project No. \_\_\_\_\_  
Re: \_\_\_\_\_ Contract For: \_\_\_\_\_

---

Specification Title: \_\_\_\_\_ Description: \_\_\_\_\_  
Section: \_\_\_\_\_ Page: \_\_\_\_\_ Article/Paragraph: \_\_\_\_\_

---

Proposed Substitute: \_\_\_\_\_  
Manufacturer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_  
Trade Name: \_\_\_\_\_ Model No.: \_\_\_\_\_  
Installer: \_\_\_\_\_ Address: \_\_\_\_\_ Phone: \_\_\_\_\_

History:  New product  1 to 4 years old  5 to 10 years old  More than 10 years old

Differences between proposed substitute and specified item: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Point-by-point comparative data attached — REQUIRED BY THE CONTRACT DOCUMENTS

---

Reason for not providing specified item: \_\_\_\_\_  
\_\_\_\_\_

Similar Installation:

Project: \_\_\_\_\_ Engineer: \_\_\_\_\_  
Address: \_\_\_\_\_ Department: \_\_\_\_\_  
\_\_\_\_\_ Date Installed: \_\_\_\_\_

Proposed substitution affects other parts of Work:  No  Yes; explain \_\_\_\_\_  
\_\_\_\_\_

---

Savings to Owner for accepting substitute: \_\_\_\_\_ (\$ \_\_\_\_\_ )  
(attach detailed, itemized estimate)

Proposed substitute changes Contract Time:  No  Yes [Add] [Deduct] \_\_\_\_\_ days.  
(clarify whether change is to Substantial Completion, Milestone, or time for readiness for final payment)

---

Supporting Data Attached:  Drawings  Product Data  Samples  Tests  Reports  \_\_\_\_\_

---

# **SUBSTITUTION REQUEST**

**(Continued)**

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Substitute product, method, or procedure is subject to payment of licensing fee or royalty (check if "yes" and attach information)

Substitute product, method, or procedure is patented or copyrighted (check if "yes" and attach information)

---

The undersigned certifies:

- Representations in the General Conditions and in Section 01 25 00, Substitution Procedures, regarding substitutions are valid.
  - Same or better warranty and guarantee will be furnished for proposed substitution as for specified item.
  - Same maintenance service and source of replacement parts, as applicable, is available.
  - Proposed substitute will have no adverse effect on other trades and will not affect or delay Progress Schedule.
  - Cost data as stated above is complete. Claims for additional costs or time related to accepted substitution which may subsequently become apparent are waived.
  - Proposed substitute does not affect dimensions and functional clearances.
  - Payment will be made for Engineer's review and changes, if any, to the design and Contract Documents, and construction costs caused by the substitute.
  - Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.
- 

Submitted by: \_\_\_\_\_

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

Firm: \_\_\_\_\_

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

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

Attachments:

---

ENGINEER'S REVIEW AND ACCEPTANCE (OR NON-ACCEPTANCE) WILL BE DOCUMENTED IN A FIELD ORDER OR CHANGE ORDER, AS APPROPRIATE. \_\_\_\_\_

---

Additional Comments:     Contractor     Subcontractor     Supplier     Manufacturer     Engineer  
 Other:

# **PRODUCT SUBSTITUTION CHECKLIST**

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

Engineer Proj No.: \_\_\_\_\_ Manufacturer's Project No.: \_\_\_\_\_

Filing No.: \_\_\_\_\_ Contract For: \_\_\_\_\_

---

## **Item Equivalence:**

- Is the submitted item equivalent to the specified item? \_\_\_\_\_
  - Does it serve the same function? \_\_\_\_\_
  - Does it have the same dimensions? \_\_\_\_\_
  - Does it have the same appearance? \_\_\_\_\_
  - Will it last as long? \_\_\_\_\_
  - Does it comply with the same codes, and standards and performance requirements? \_\_\_\_\_
  - Has the item been used locally, and where are the projects? \_\_\_\_\_  
\_\_\_\_\_
  - Has a problem occurred with the item, and what was the remedy? \_\_\_\_\_  
\_\_\_\_\_
- 

## **Effect on the Project:**

- Will the substitute affect other aspects of the construction? \_\_\_\_\_
  - Are any details affected and are changes required? \_\_\_\_\_
  - What is the cost of the changes? \_\_\_\_\_
  - Who pays for the required changes? \_\_\_\_\_
  - Are Contract Times affected? \_\_\_\_\_  
\_\_\_\_\_
- 

## **Effect on the Warranty:**

- How does the proposed warranty differ from the specified warranty? \_\_\_\_\_  
\_\_\_\_\_
  - Does the manufacturer have a track record of standing behind the warranty? \_\_\_\_\_  
\_\_\_\_\_
-

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## SECTION 01 26 00 – CONTRACT MODIFICATION PROCEDURES

## PART 1 - GENERAL

## 1.1 DESCRIPTION

- A. Scope.
  - 1. This Section provides requirements which are in addition to provisions of the General Conditions (Articles 9 and 10), as may be modified by the Supplementary Conditions, and includes:
    - a. Requests for interpretation.
    - b. Minor changes in the Work and Field Orders.
    - c. Proposed Change Order Request.
    - d. Proposed Change Orders.
    - e. Approved Change Orders.
- B. Submit Contract modification documents to Engineer, addressed to the contact person as specified in the preconstruction conference, and in accordance with Section 01 31 26, Electronic Communication Protocols.
- C. Retain at Contractor's office and at the Site a complete copy of each Contract modification document and related documents, and Engineer's response.

## 1.2 REQUESTS FOR INTERPRETATION

- A. General.
  - 1. Transmit written requests for interpretation to Engineer. Contractor may prepare and transmit requests for interpretation.
  - 2. Prepare and transmit request for interpretation to obtain clarifications or interpretations of the Contract Documents. Report conflicts, errors, ambiguities, and discrepancies in the Contract Documents by requesting an interpretation in accordance with General Conditions.
  - 3. Do not transmit request for interpretation when other form of communication is appropriate, such as Contractor's submittals, requests for approvals of substitutes, notices, ordinary correspondence, or other form of communication. Improperly prepared or inappropriate requests for interpretation will be returned without response or action by Engineer.
  - 4. Do not submit request for interpretation or clarification when:
    - a. answer may be obtained by observations at the Site; or
    - b. required information is clearly indicated in the Contract Documents; or
    - c. required information is included in industry standards referenced in the Contract Documents or Supplier's instructions that are consistent with the Contract Documents; or
    - d. are reasonably inferable from any of foregoing.
  - 5. Contractor shall have sole financial responsibility for requests for interpretations or clarifications that are submitted late, out of sequence, or that are unnecessary.

- B. Procedure.
1. Transmit requests for interpretation in accordance with Section 01 31 26, Electronic Communication Protocols, and requirements of this Section. Include with each request for interpretation a separate letter of transmittal.
  2. Engineer will provide timely review of requests for interpretation. Allow sufficient time for review and response.
  3. Engineer will maintain a log of requests for interpretation. Upon request, copy of the log will be transmitted to Contractor.
  4. Engineer's response to requests for interpretation will be transmitted in accordance with Section 01 31 26, Electronic Communication Protocols, and requirements of this Section. Each response to a request for interpretation will include a separate letter of transmittal.
  5. Engineer's written response to each request for interpretation will be distributed to:
    - a. Contractor.
    - b. Department.
    - c. Engineer.
  6. If Engineer requests additional information to make an interpretation, the Contractor requesting the interpretation shall transmit the information requested within ten days, unless Engineer allows additional time, via correspondence referring to request for interpretation number.
  7. Interpretations that One or Both Parties Believes Entails a Change to the Contract:
    - a. If Contractor believes that a change in the Contract Price or Contract Times or other change to the Contract is required as a result of Engineer's interpretation, so advise Engineer in writing before proceeding with the Work associated with the request for interpretation.
    - b. If, after this initial communication, Contractor believes that change in Contract Price, Contract Times, both, or other relief with respect to the terms of the Contract is necessary, recourse shall be in accordance with the Contract Documents.
- C. Preparation of Requests for Interpretation:
1. Prepare each request for interpretation on the "Request for Interpretation" form included with this Section, or other form acceptable to Engineer.
  2. Number each request for interpretation as follows: Numbering system shall be the Contract number and designation followed by a hyphen and three-digit sequential number. Example: First request for interpretation on the general contract for project titled, "Contract A15" would be, "RFI No. A15-GC-001".
  3. In space provided on the form, describe the interpretation requested. Provide additional sheets as necessary. Include text and sketches as required in sufficient detail to describe the need for an interpretation.
  4. When applicable, request for interpretation shall include Contractor's recommended resolution.

### 1.3 MINOR CHANGES IN THE WORK AND FIELD ORDERS

- A. General:
1. Field Orders, when required, will be initiated and issued by the Engineer.
  2. Field Orders authorize minor variations in the Work but do not change the Contract Price or Contract Times.
  3. Field Orders will be in the form of Engineers Joint Contract Documents Committee document EJCDC® C-942, "Field Order".
  4. Engineer will maintain a log of Field Orders issued.



- B. Procedure.
1. Field Orders will be transmitted in accordance with Section 01 31 26, Electronic Communication Protocols, and requirements of this Section. Each Field Order will include a separate letter of transmittal.
  2. Each Field Order will be distributed to:
    - a. Contractor.
    - b. Department.
    - c. Engineer.
  3. Field Orders that One or Both Parties Believes Entails a Change to the Contract Price or Contract Times:
    - a. If Contractor or Department believes that a change in the Contract Price or Contract Times or other change to the Contract is required as a result of a Field Order, so advise the Engineer in writing before proceeding with the Work associated with the Field Order in accordance with General Conditions, Section VIII, Article 8.10.
    - b. If, after this initial communication, the Contractor believes that change in Contract Price, Contract Times, both, or other relief with respect to the terms of the Contract is necessary, recourse shall be in accordance with the General Conditions.
  4. If the Field Order is unclear, submit request for interpretation.

#### 1.4 PROPOSED CHANGE ORDER REQUEST

- A. General:
1. Proposed Change Order Request may be initiated by the Engineer or Department in accordance with General Conditions, Article 9.1
  2. Proposed Change Order Requests are for requesting the effect on the Contract Price and the Contract Times and other information relative to contemplated changes in the Work. Proposed Change Order Request do not authorize changes or variations in the Work, and do not change the Contract Price or Contract Times or terms of the Contract.
  3. Proposed Change Order Request will be furnished using the "Proposed Change Order Request" form included with this Section.
- B. Procedure.
1. Proposal Change Order Request will be transmitted in accordance with Section 01 31 26, Electronic Communication Protocols, and requirements of this Section. Each Proposed Change Order Request will include a separate letter of transmittal.
  2. Each signed Proposed Change Order Request will be transmitted to:
    - a. Contractor.
    - b. Department.
    - c. Engineer.
  3. Transmit request for interpretation to clarify conflicts, errors, ambiguities, and discrepancies in Proposal Request.
  4. Upon receipt of Proposed Change Order Request, Contractor shall prepare and transmit to Engineer a Proposed Change Order, in accordance with the Contract Documents, for the proposed Work described in the Proposed Change Order Request.

## 1.5 PROPOSED CHANGE ORDERS

### A. General.

1. Prepare and transmit written Proposed Change Order to Engineer in response to each Proposed Change Order Request; or when Contractor believes a change in the Contract Price or Contract Times or other change to the terms of the Contract is required; or to appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the General Conditions.

### B. Procedure.

1. Prepare and transmit Proposed Change Order within time limits indicated in the General Conditions, as may be modified by the Supplementary Conditions.
2. Transmit Change Proposals in accordance with Section 01 31 26, Electronic Communication Protocols, and requirements of this Section. Include with each Proposed Change Order all required supporting documentation and a separate letter of transmittal.
3. Engineer's Review and Requests for Interpretation:
  - a. Engineer will review and act on each Proposed Change Order in accordance with, and within the time limits indicated in the General Conditions, as may be modified by the Supplementary Conditions.
  - b. When Engineer requests additional information to render a decision, submit required information within three days of receipt of Engineer's request, unless Engineer allows more time. Submit the required information via correspondence that refers to the specific Proposed Change Order number.
  - c. Department shall transmit to Engineer such comments, if any, that Department has on the Proposed Change Order, within 30 days of Department's receipt of the Proposed Change Order.
  - d. Engineer will render a written decision on the Proposed Change Order.
  - e. Engineer's response to Proposed Change Order will be transmitted in accordance with Section 01 31 26, Electronic Communication Protocols, and requirements of this Section, the General Conditions, and the Supplementary Conditions.
4. Engineer's response to each Proposed Change Order will be distributed to:
  - a. Contractor.
  - b. Department
  - c. Engineer.
5. If Proposed Change Order is recommended for approval by Engineer and is approved by Department, an Approved Change Order will be issued or, when applicable, an appropriate use of contingency allowance will be authorized by Department.
6. If parties do not agree on terms for the change, Department or Contractor may file a Claim against the other, in accordance with the General Conditions, as may be modified by the Supplementary Conditions.

### C. Preparation of Change Proposals:

1. Each Proposed Change Order shall be submitted on the "Proposed Change Order" form included with this Section, or other form acceptable to Engineer.
2. Number each Proposed Change Order as follows: Numbering system shall be the Contract number and designation followed by a hyphen and three-digit sequential number. Example: First Change Proposal for the general contract for project named "Contract A15" would be, "Proposed Change Order No. A15-GC-001".
3. In space provided on Change Proposal form:
  - a. Describe scope of each proposed change. Include text and sketches on additional sheets as required to provide detail sufficient for Engineer's review and response. If a

- change item is submitted in response to Proposed Change Order Request, write in as scope, "In accordance with Proposed Change Order Request No." followed by the Proposal Request number. Submit written clarifications, if any, to scope of change.
- b. Submit justification for each proposed change. If change is in response to Proposed Change Order Request, write in as justification, "In accordance with Proposed Change Order Request No." followed by the proposed change order request number.
  - c. List the total change in the Contract Price and Contract Times for each separate change item included in the Proposed Change Order Request.
4. Unless otherwise directed by Engineer, attach to the Proposed Change Order detailed breakdowns of pricing (Cost of the Work and Contractor's fee) including:
- a. List of Work tasks to accomplish the change.
  - b. For each task, labor cost breakdown including labor classification, total hours per labor classification, and hourly cost rate for each labor classification.
  - c. Construction equipment and machinery to be used, including manufacturer, model, and year of manufacture, and number of hours for each.
  - d. Detailed breakdown of cost of materials and equipment to be incorporated into the Work, including quantities, unit costs, and total cost, with Supplier's written quotations.
  - e. Breakdowns of the Cost of the Work and fee for Subcontractors, including labor, construction equipment and machinery, and materials and equipment incorporated into the Work, other costs, and Subcontractor fees (e.g., overhead and profit).
  - f. Breakdown of other costs eligible, in accordance with the General Conditions and the Supplementary Conditions under "Cost of the Work" provisions.
  - g. Other information required by Engineer.
  - h. Contractor's fees applied to eligible Contractor costs and eligible Subcontractor costs.
  - i. The change order backup shall be completed using the NYS Standard MURK 2018 (or current) format. Department will provide electronic version for Contractor use.

## 1.6 APPROVED CHANGE ORDERS

### A. General:

1. Approved Change Orders will be recommended by Engineer (when required by the General Conditions) and will be approved and signed by Department and Contractor to authorize additions, deletions, or revisions to the Work, or changes to the Contract Price or Contract Times.
2. Approved Change Orders will be in the form of EJCDC® C-941, "Change Order".

### B. Procedure.

1. Approved Change Orders for signature by Contractor will be transmitted in accordance with Section 01 31 26, Electronic Communication Protocols, and requirements of this Section. Each Change Order will include a separate letter of transmittal. Contractor shall print three originals of Approved Change Order for Contractor's signature.
2. Contractor shall promptly sign each original Approved Change Order and, within five days of receipt, return all originals to Engineer.
3. Engineer will sign each original Approved Change Order and forward them to Department.
4. After approval and signature by Department, original Approved Change Orders will be distributed as indicated below.
5. Original, signed Approved Change Orders will be distributed as follows:
  - a. Contractor: One original.
  - b. Department: One original.
  - c. Engineer: One original.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

3.1 ATTACHMENTS

- A. The forms listed below, following this Section's "End of Section" designation, are part of this Specifications Section:
1. Request for Interpretation form (one page).
  2. Proposed Change Order Request (two pages).
  3. Proposed Change Order (three pages).
  4. Field Order EJCDC C-942 (one page)

\* END OF SECTION 01 26 00 \*

## REQUEST FOR INTERPRETATION

DEPARTMENT: \_\_\_\_\_

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

Contractor: \_\_\_\_\_ RFI No. \_\_\_\_\_

Date Transmitted: \_\_\_\_\_ Date Received: \_\_\_\_\_

Date Response Requested: \_\_\_\_\_ Date Response Transmitted: \_\_\_\_\_

Subject: \_\_\_\_\_

Specification Section and Paragraph: \_\_\_\_\_

Drawing References: \_\_\_\_\_

---

### INTERPRETATION REQUESTED:

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

---

### ENGINEER'S RESPONSE:

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

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[insert logo of issuing entity]

[insert name, address, phone number of issuing entity]

<b>Site Name:</b>	<b>PCO No.:</b>
<b>Site Location:</b>	<b>Date Issued:</b>
	<b>Site No.:</b>
<b>Owner:</b>	<b>Contract No.:</b>
<b>Contractor:</b>	<b>Associated RFI or FO:</b>
	<input type="checkbox"/> RFI No.: ____ <input type="checkbox"/> FO No.: <input type="checkbox"/> None
<b>PROPOSAL</b>	
<i>Contractor proposals substantiating the amount and extent of any proposed adjustment in Contract Price or Contract Time shall become due within three days of receipt (or issuance) of a Proposed Change Order initiated by Department (or Contractor), and shall be submitted in accordance with Articles 8, 9, 10 and 11 of the General Conditions. Any delays in the submittal of Contractor proposals relative to adjustments in Contract Price or Contract Time will not justify a delay or constitute basis for an increase in Contract Price or an extension in Contract Time.</i>	
<b>Description of Change:</b>	
INSTRUCTIONS - Provide a description of the change in sufficient detail to specify the additional work contemplated and how measurement for payment will be made. Refer to paragraph 10.3 of the General Conditions (for example, if time and materials is contemplated indicate herein). Specifications and drawings should be attached as appropriate.	
<b>Reason for Change:</b>	
INSTRUCTIONS - Provide an explanation why the change to the original Contract Documents is necessary	
	<b>Associated Bid Item:</b>
<input type="checkbox"/>	<b>Attachments:</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
<input type="checkbox"/>	If yes, describe:
<input type="checkbox"/>	<b>Relevant Contract Documents:</b>
<input type="checkbox"/>	Specification Section:
	Drawing No.: Detail:

*Contractor quotations substantiating the amount or extent of any proposed adjustment in Contract Price or Contract Time shall cover all known amounts or extents to which Contractor is entitled as a result of the proposed change. If the provision of any bond requires that the surety be notified of any change in the Work, it shall be Contractor's responsibility to so notify the surety and the amount of each applicable bond shall be adjusted accordingly.*

***Upon receipt of an Administrative Order, or Proposed Change Order, the Contractor shall proceed with the Work involved. All such Work involved shall be performed in accordance with the applicable conditions of the Contract Documents. If an Administrative Order or Proposed Change Order causes an increase or decrease in the Contract Price or an extension or shortening of the Contract Time, an equitable adjustment will be made in a duly executed Change Order.***

**Cost and Time Documentation required:** The submission shall account for the requirements of this proposed change order, Article 10 - Change of Contract Price or Time and Article 11 - Unit Price Work and Cash Allowances of the General Conditions. Proposed changes of contract time will be supported by a revised project schedule.

**Differing site conditions:** No claim by Contractor under paragraph 3.11 of the General Conditions will be allowed unless: 1) Contractor has given the written notice required in paragraph 3.8 of the General Conditions, and 2) within fifteen days thereafter, Contractor has submitted to Department a written Proposed Change Order substantiating in detail Contractor's proposed adjustments in accordance with the requirements of Articles 9, 10 and 11 of the General Conditions, and the Standard Specifications.

**Audit; Access to Records:** In addition to the rights of access set forth in Appendix A, if Contractor has submitted Cost and Pricing Data in connection with the pricing of any Change Order, Proposed Change Order or Claim related to this Contract, Department and Engineer or any of their duly authorized representatives shall have the right to examine and audit all books, ledgers, records, and documents pertinent to all Cost and Pricing data available and relied upon by Contractor including but not limited to that used by Contractor in the determination of its Bid for the Work, in order to evaluate the accuracy, completeness, and currency of the Cost or Pricing data.

**Engineer's Review:** Costs associated with Engineer's review and return of cost documentation shall be borne by Contractor after the Engineer's second review.

Issued By:

Signature

Date



**CONTRACT TITLE**

**Site No.**

**Contract No.**

**Change Order No.**

Change Order Amount: \$0.00

Date of Issue:

Contractor:

Engineer:

This Change Order is comprised of **number (#)** items described below:

**I. CHANGE ORDER ITEMS: (as many as needed)**

**A. Item Name or Brief Description:**

Description of Change: Text

Drawing Reference: Text

Contract Pay Item: Text

Reason for Change: Text

Cost: The cost of this Change Order Item is \$0.00.

**B. Item Name and Brief Description:**

Description of Change: Text

Drawing Reference: Text

Contract Pay Item: Text

Reason for Change: Text

Cost: The cost of this Change Order Item is \$0.00.

**II. CHANGE ORDER COST SUMMARY:**

Item A: Description	\$0.00
Item B:	
Item C:	
Total:	\$0.00

**III. CHANGE IN CONTRACT PRICE:**

Original Contract Price:	\$0.00
Net Increase/Decrease in Contract Price Due to Prior Change Order(s):	\$0.00
Net Increase/Decrease in Contract Price Due to This Change Order (No. <b>X</b> ):	\$0.00
New Contract Price Including This Change Order:	\$0.00

**IV. CHANGE IN CONTRACT TIME:**

Contract Execution Date: **Month, DD, YYYY**

	<b>Calendar Days</b>	<b>Substantial Completion Date</b>	<b>Final Completion Date</b>
Original Contract Completion Time/Date:	330 / 360		
Net Change of Contract Time Due to Prior Change Order(s)	0 / 116		
Net Change of Contract Time Due to This Change Order (No. <b>X</b> )	0 / 153		
New Contract Completion Date	330 / 629		

It is understood and agreed that, unless expressly so stated above, the work herein authorized will not extend the time for the completion of the contract.

It is understood and agreed that this change order represents full and complete compensation for all work described herein.

This work is to be performed in accordance with the terms of the contract and original plans and specifications, except as herein modified. It is understood and agreed that this order shall be deemed executory only to the extent of moneys available and no liability shall be incurred by the state beyond the moneys available for the purpose.

**IN WITNESS WHEREOF**, this Change Order has been duly executed by the parties hereto on the day and year appearing following their respective signatures.

**Agency Certification:** "In addition to the acceptance of this Change Order, I also certify that original copies of this signature page will be attached to all other exact copies of this Change Order."

<b>CONTRACTOR SIGNATURE</b>
By:
Print Name:
Title:
Dated:

<b>DEPARTMENT SIGNATURE</b>
By:
Print Name:
Title:
Dated:

<p><b>Contractor Acknowledgement</b>                  State of _____ )                  _____ ) ss.:                  County of _____ )</p> <p>On the _____ day of _____ in the year _____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.</p> <p>_____ Notary Public</p>
--

<b>COMPTRROLLER SIGNATURE</b>
Approved: Thomas P. DiNapoli State Comptroller
Dated:

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Date of Issuance:

Site Name:

Owner: **DEC**

Owner's Contract No.:

Contractor:

Site No.:

Engineer:

Contractor is hereby directed to promptly execute this Field Order, issued in accordance with General Conditions Paragraph 9.2, for minor changes in the Work without changes in Contract Price or Contract Times. If Contractor considers that a change in Contract Price or Contract Times is required, submit written notification in accordance with Paragraph 8.10 within 3 days and provide documentation within 15 days in a Proposed Change Order to Engineer.

Reference:

\_\_\_\_\_ Specification(s)

\_\_\_\_\_ Drawing(s) / Detail(s)

Description:

Attachments:

ISSUED:

RECEIVED:

By: \_\_\_\_\_  
Engineer (Authorized Signature)

By: \_\_\_\_\_  
Contractor (Authorized Signature)

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

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

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

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

Copy to: DEC Project Manager and DEC Designated Representative

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## SECTION 01 29 73 – SCHEDULE OF VALUES

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. Contractor shall prepare and submit to Engineer for acceptance a Schedule of Values that allocates cost to each item of the Work. Schedule of Value list of line items shall correspond to each aspect of the Work, established in Section III, Article 12, Section V, Contract Bid Form and Section VII, Measurement and Payment.
2. Upon request of Engineer, support values with data that substantiate their correctness.
3. Submit preliminary Schedule of Values to Engineer for initial review. Contractor shall incorporate Engineer's comments into the Schedule of Values and resubmit to Engineer. Engineer may require corrections and re-submittals until Schedule of Values is acceptable.
4. Schedule of Values may be used as a basis for negotiating price of changes, if any, in the Work.
5. Schedule of Values and the Progress Schedule updates specified in Section 01 32 16, Progress Schedule, will be basis for preparing each Application for Payment.

## 1.2 SUBMITTALS

## A. Informational Submittals: Submit the following:

1. Submit to Engineer Schedule of Values in the form and quantity required in Section 01 33 00, Project Submittals and Procedures, and in accordance with Section 01 31 26, Electronic Communication Protocols.
2. Content of Schedule of Values submittals shall be in accordance with Article 1.3 of this Section.
3. Timing of Submittals:
  - a. Submit preliminary Schedule of Values within ten days following the date that the Contract Times commence running in accordance with the Notice to Proceed.
  - b. Submittal of the Schedule of Values for acceptance by Engineer shall be in accordance with the General Conditions, Articles 1.4 and 1.6.a. Engineer will not accept Applications for Payment without an acceptable Schedule of Values.
  - c. When required by Engineer, promptly submit updated Schedule of Values to include cost breakdowns for changes in the Contract Price.

## 1.3 SCHEDULE OF VALUES FORMAT AND CONTENT

## A. Organization and Major Elements of Schedule of Values

1. Prepare Schedule of Values on the "progress estimate" or "continuation sheets", as applicable, of the Application for Payment form indicated in Section 01 29 76, Progress Payment Procedures.
2. Organization in Accordance with General Conditions Section V, Bid Form and Section VII, Measurement and Payment:
  - a. Organize the Schedule of Values by the Bid Schedule of Values.

- b. Label each row in the Schedule of Values with the appropriate Bid Item number. Include an amount for each row in the Schedule of Values.
    - c. List sub-items of major items as identified in Section VII, measurement and payment for each item on the Bid Form.
  3. Include in Schedule of Values unit price payment items with their associated quantity. Provide in the Schedule of Values detailed breakdown of labor, equipment, materials and other direct costs (ODCs) for each unit prices when required by Engineer.
- B. Requirements for preliminary Schedule of Values and Schedule of Values are:
  1. Subcontracted Work:
    - a. Schedule of Values shall show division of Work between Contractor and Subcontractors.
    - b. Line items for Work to be done by Subcontractor shall include the word, “(SUBCONTRACTED)”.
  2. Apportionment between Materials and Equipment, and Installation:
    - a. Schedule of Values shall include breakdown of costs for materials and equipment, installation, and other costs used in preparing the Bid by Contractor and each Subcontractor.
    - b. List purchase and delivery costs for materials and equipment for which Contractor may apply for payment as stored materials, when required by the Engineer.
  3. Sum of individual values shown on the Schedule of Values shall equal the total of associated payment item. Sum of payment item totals in the Schedule of Values shall equal the Contract Price.
  4. Overhead and Profit: Include in each line item a directly proportional amount of Contractor’s overhead and profit. Do not include overhead and profit as separate item(s).
  5. Include separate line item for each work item under both lumps sum and unit price items in accordance with Section VII, Measurement and Payment.
  6. Project Record Documents:
    - a. Include in the Schedule of Values a line item with appropriate value for Project record documents.
    - b. If adequate record documents are maintained, up to 50 percent of the value of the record documents line item will be eligible for payment, spread evenly over those progress payments in which construction at the Site is performed.
    - c. Remainder of Project record documents line item will be eligible for payment when complete record documents are submitted in accordance with the General Conditions. If record documents submitted are unsatisfactory to Engineer, amount may be reduced via set-offs in accordance with the Contract Documents.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

\* END OF SECTION 01 29 73 \*



SECTION 01 29 76 – PROGRESS PAYMENT PROCEDURES

PART 1 - GENERAL

1.1 PROGRESS PAYMENTS

A. General:

1. Contractor's requests for payment shall be in accordance with the Agreement and the Specifications.
2. Applications for Payment shall be in the form supplied by the Department.

B. Procedure:

1. Review with the Engineer quantities and the Work proposed for inclusion in each progress payment. Application for Payment shall cover only the Work and quantities recommended by the Engineer.
2. Submit to the Engineer one electronic version of the Application for Payment and other documents to accompany the Application for Payment.
3. The Department will act on request for payment upon receipt of the Engineer's recommendation for payment and in accordance with the Agreement.

C. Each request for progress payment shall include:

1. Completed Application for Payment form, including summary/signature page, progress schedule of values, Green Remediation Form 01 89 29A, certified payroll, supporting quantity documentation in accordance with Section XII – "Measurement for Payment". Progress estimate sheets shall have the same level of detail as the schedule of values, including monthly and earned value to date for each unit price and lump sum payment item.
2. Legibly indicate on invoice or bill of sale the specific materials or equipment included in the payment request and corresponding bid item number for each.
3. For payment requests (other than requests for final payment) that include reduction or payment of retainage in an amount greater than that required in the contract documents, submit on form acceptable to the Department consent of surety to partial release or reduction of retainage.

D. Requirements for request for final payment are in Section 01 77 00 – "Closeout Procedures".

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

\* END OF SECTION 01 29 76 \*

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## SECTION 01 31 00 - PROJECT MANAGEMENT AND COORDINATION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section, and Specification Sections including the following:
1. Section 01 10 00 - "Summary"
  2. Section 01 29 73 - "Schedule of Values"
  3. Section 01 33 00 - "Project Submittals and Procedures"
  4. Section 01 40 00 - "Quality Requirements"
  5. Section 01 50 00 - "Temporary Facilities, Controls, and Decontamination"
  6. Section 01 74 19 - "Waste Management and Disposal"
  7. Section 01 77 00 - "Closeout Procedures"
  8. Section 31 10 00 - "Site Clearing"
  9. Section 31 23 00 - "Excavation and Backfill"

## 1.2 SUMMARY

- A. Section includes administrative provisions for coordinating construction operations on Project including, but not limited to, the following:
1. General coordination procedures.
  2. Coordination drawings.
  3. Requests for Information (RFIs).
  4. Project meetings.

## 1.3 DEFINITIONS

- A. RFI: Request from Contractor seeking information required by or clarifications of the Contract Documents.

## 1.4 SUBMITTALS

- A. Action Submittals
1. Coordination drawings or plans showing general locations for Contractor's Project staging areas on the Contract Drawings. The Contractor will locate equipment, trailers, decontamination pads, stockpiles, construction materials, water storage tanks, etc., on-site as approved by the Engineer. Coordination drawings submitted no later than 5 calendar days after Notice of Award.
  2. Progress Schedule submitted no later than 5 calendar days after Notice of Award set in accordance with the requirements of Section 01 32 16 - "Progress Schedule".
  3. Submittal Schedule submitted no later than 5 calendar days after Notice of Award set in accordance with the requirements of Section 01 33 00 - "Project Submittals and Procedures". Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include the time required for review, ordering,

manufacturing, fabrication, and delivery when establishing dates. Include any additional time required for making corrections or revisions to submittals noted by Engineer and any additional time for handling and reviewing submittals required by those corrections.

- a. Coordinate the submittal schedule with list of subcontracts, the schedule of values, and Contractor's construction schedule.
  - b. Initial Submittal: Submit concurrently with startup construction schedule. Include submittals required during the first 60 days of construction. List those submittals required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  - c. Final Submittal: Submit concurrently with the first complete submittal of Contractor's construction schedule.
    - 1) Submit revised submittal schedule to reflect changes in current status and timing for submittals.
4. Format: Arrange the following information in a tabular format:
- 1) Scheduled date for first submittal.
  - 2) Specification Section number and title.
  - 3) Submittal category: Action; informational.
  - 4) Name of subcontractor.
  - 5) Description of the Work covered.
  - 6) Scheduled date for Engineer's final release or approval.
  - 7) Scheduled date of fabrication.
  - 8) Scheduled dates for purchasing.
  - 9) Scheduled dates for delivery.
  - 10) Scheduled dates for installation.
  - 11) Activity or event number.

B. Informational Submittals

1. Subcontractor List: Prepare a written summary identifying individuals or firms proposed for each portion of the Work, including those who are to furnish products or equipment fabricated to a special design. Include the following information in tabular form:
  - a. Name, address, and telephone number of entity performing subcontract or supplying products.
  - b. Number and title of related Specification Section(s) covered by subcontract.
  - c. Drawing number and detail references, as appropriate, covered by subcontract.
  - d. Dollar amount and M/WBE status.
2. Vendor Responsibility Questionnaire (VRQ)s for subcontractors over \$10,000.
3. Project schedule status reports provided biweekly, 48 hours prior to project meetings. Project schedule status reports shall be based on the current approved project schedule and shall show the previous two weeks and succeeding two weeks as of the corresponding project meeting date.
4. Project schedule updates submitted to Engineer prior to updating the project schedule.
5. Key Personnel Names: Within 15 days of starting construction operations, submit a list of key personnel assignments, including superintendent and other personnel in attendance at the Project site. Identify individuals and their duties and responsibilities; list addresses and telephone numbers, including home, office, and cellular telephone numbers and e-mail addresses. Provide names, addresses, and telephone numbers of individuals assigned as alternates in the absence of individuals assigned to the Project.
  - a. Post copies of the list in the Project meeting room, temporary field office, and by each temporary telephone. Keep the list current at all times.

## 1.5 GENERAL COORDINATION PROCEDURES

- A. Coordination: Coordinate construction operations included in different Sections of the Specifications to ensure efficient and orderly installation of each part of the Work. Coordinate construction operations, included in different Sections, that depend on each other for proper installation, connection, and operation.
  - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
  - 2. Coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service, and repair.
  - 3. Make adequate provisions to accommodate items scheduled for later installation.
- B. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
  - 1. Preparation of Contractor's construction schedule.
  - 2. Preparation of the schedule of values.
  - 3. Installation and removal of temporary facilities and controls.
  - 4. Delivery and processing of submittals.
  - 5. Progress meetings.
  - 6. Preconstruction conferences.
  - 7. Project closeout activities.
  - 8. Startup and adjustment of systems.
- C. Conservation: Coordinate construction activities to ensure that operations are carried out with consideration given to conservation of energy, water, and materials. Coordinate use of temporary utilities to minimize waste.
- D. Utility Coordination: Keep the applicable utility company or municipal agency fully informed in advance wherever water, sewer, petroleum, gas mains, telephone lines, cables, electric, telephone poles, or other utilities are encountered, shown, or anticipated and may in any way interfere with the Work. Cooperate with the utility company or municipal agency in the protection, removal, relocation, and replacement of such structures and facilities.

## 1.6 COORDINATION DRAWINGS

- A. Coordination Drawings, General: Prepare coordination drawings according to requirements in individual Sections, and additionally where installation is not completely shown on Drawings, where limited space availability necessitates coordination, or if coordination is required to facilitate integration of products and materials fabricated or installed by more than one entity. Submit Coordination Drawings 14 days after Notice to Proceed.
  - 1. Content: Project-specific information, drawn accurately to a scale large enough to indicate and resolve conflicts. Do not base coordination drawings on standard printed data. Include the following information, as applicable:
    - a. Use applicable Drawings as a basis for preparation of coordination drawings. Prepare sections, elevations, and details as needed to describe relationship of various systems and components.

- b. Coordinate the addition of trade-specific information to the coordination drawings by multiple contractors in a sequence that best provides for coordination of the information and resolution of conflicts between installed components before submitting for review.
  - c. Indicate space requirements for work access as well as material and equipment staging requirements.
  - d. Indicate required installation and work sequences.
  - e. Indicate dimensions shown on the Drawings. Specifically note dimensions that appear to be in conflict with submitted equipment and minimum clearance requirements. Provide alternate sketches to Engineer indicating proposed resolution of such conflicts. Minor dimension changes and difficult installations will not be considered changes to the Contract.
- B. Review: Engineer will review Coordination Drawings to confirm that the Work is being coordinated, but not for the details of the coordination, which are Contractor's responsibility. If Engineer determines that Coordination Drawings are not being prepared in sufficient scope or detail, or are otherwise deficient, Engineer will so inform Contractor, who shall make changes as directed and resubmit.

#### 1.7 REQUESTS FOR INFORMATION (RFIs)

- A. General: Immediately on discovery of the need for additional information or interpretation of the Contract Documents, Contractor shall prepare and submit an RFI in the form specified.
1. Engineer will return RFIs submitted to Engineer by other entities controlled by Contractor with no response.
  2. Coordinate and submit RFIs in a prompt manner so as to avoid delays in Contractor's work or work of subcontractors.
- B. Content of the RFI: Include a detailed, legible description of item needing information or interpretation and the following:
1. Project name.
  2. Project number.
  3. Date.
  4. Name of Contractor.
  5. Name of Engineer.
  6. RFI number, numbered sequentially.
  7. RFI subject.
  8. Specification Section number and title and related paragraphs, as appropriate.
  9. Drawing number and detail references, as appropriate.
  10. Field dimensions and conditions, as appropriate.
  11. Contractor's suggested resolution. If Contractor's suggested resolution impacts the Contract Time or the Contract Sum, Contractor shall state impact in the RFI.
  12. Contractor's signature.
  13. Attachments: Include sketches, descriptions, measurements, photos, Product Data, Shop Drawings, coordination drawings, and other information necessary to fully describe items needing interpretation.
    - a. Include dimensions, thicknesses, structural grid references, and details of affected materials, assemblies, and attachments on attached sketches.
- C. RFI Forms: Software-generated form with substantially the same content as indicated above, acceptable to Engineer

1. Attachments shall be electronic files in Adobe Acrobat PDF format.
- D. Engineer's Action: Engineer will review each RFI, determine action required, and respond. Allow seven working days for Engineer's response for each RFI. RFIs received by Engineer after 1:00 p.m. will be considered as received the following working day.
1. The following Contractor-generated RFIs will be returned without action:
    - a. Requests for approval of submittals.
    - b. Requests for approval of substitutions.
    - c. Requests for approval of Contractor's means and methods.
    - d. Requests for coordination information already indicated in the Contract Documents.
    - e. Requests for adjustments in the Contract Time or the Contract Sum.
    - f. Requests for interpretation of Engineer's actions on submittals.
    - g. Incomplete RFIs or inaccurately prepared RFIs.
  2. Engineer's action may include a request for additional information, in which case Engineer's time for response will date from time of receipt of additional information.
  3. Engineer's action on RFIs that may result in a change to the Contract Time or the Contract Sum may be eligible for Contractor to submit Change Proposal
    - a. If Contractor believes the RFI response warrants change in the Contract Time or the Contract Sum, notify Engineer in writing within 10 days of receipt of the RFI response.
- E. RFI Log: Prepare, maintain, and submit a tabular log of RFIs organized by the RFI number. Submit log with final submittals according to Section 01 33 00 – "Project Submittals and Procedures".
1. Project name.
  2. Name and address of Contractor.
  3. Name and address of Engineer.
  4. RFI number including RFIs that were returned without action or withdrawn.
  5. RFI description.
  6. Date the RFI was submitted.
  7. Date Engineer's response was received.
- F. On receipt of Engineer's action, update the RFI log and immediately distribute the RFI response to affected parties. Review response and notify Engineer within seven days if Contractor disagrees with response.
1. Identification of related Minor Change in the Work, Construction Change Directive, and Proposal Request, as appropriate.
  2. Identification of related Field Order, Work Change Directive, and Proposal Request, as appropriate.
- 1.8 PROJECT MEETINGS
- A. General: Engineer will schedule and conduct meetings and conferences at Project site unless otherwise indicated.
1. Attendees: Engineer will inform participants and others involved, and individuals whose presence is required, of date and time of each meeting. Engineer will notify Department and Contractor of scheduled meeting dates and times.
  2. Agenda: Engineer will prepare the meeting agenda and distribute the agenda to all invited attendees.

3. Minutes: Engineer will record significant discussions and agreements achieved. Engineer will distribute the meeting minutes to everyone concerned, including Department and Contractor within three days of the meeting.
- B. Preconstruction Conference: The Engineer will schedule and conduct a preconstruction conference before starting construction, at a time convenient to Department and Contractor, but no later than 20 days after execution of the Agreement. The conference will be held at the Project site or other convenient location.
1. Conduct the conference to review responsibilities and personnel assignments.
  2. Attendees: Authorized representatives of Department, Engineer and their consultants; Contractor, its superintendent, and key safety personnel; major subcontractors suppliers and other concerned parties shall attend the conference. ; Participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work.
  3. Agenda: Discuss items of significance that could affect progress or payment, including the following:
    - a. Tentative construction schedule.
    - b. Phasing.
    - c. Critical work sequencing and long-lead items.
    - d. Designation of key personnel and their duties.
    - e. Lines of communications.
    - f. Procedures for processing field decisions and Change Orders.
    - g. Procedures for RFIs.
    - h. Procedures for testing and inspecting.
    - i. Procedures for processing Applications for Payment.
    - j. Distribution of the Contract Documents.
    - k. Submittal procedures.
    - l. Preparation of record documents.
    - m. Use of the premises and access.
    - n. Work restrictions.
    - o. Working hours.
    - p. Responsibility for temporary facilities and controls.
    - q. Procedures for disruptions and shutdowns.
    - r. Construction waste management and recycling.
    - s. Parking availability.
    - t. Office, work, and storage areas.
    - u. Equipment deliveries and priorities.
    - v. Health and Safety.
    - w. Security.
    - x. Progress cleaning.
  4. Minutes: Engineer will record and distribute meeting minutes.
- C. Progress Meetings: Engineer will conduct progress meetings at bi-weekly (once every two weeks) intervals.
1. Coordinate dates of meetings with preparation of payment requests.
  2. Attendees: In addition to representatives of Department and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the meeting shall be familiar with Project and authorized to conclude matters relating to the Work.



3. Agenda: Progress meeting attendees will review and correct or approve minutes of previous progress meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
  - a. Contractor's Construction Schedule: Review progress since the last meeting. Determine whether each activity is on time, ahead of schedule, or behind schedule, in relation to Contractor's construction schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.
    - 1) Review schedule for next period.
  - b. Review present and future needs of each entity present
4. Minutes: The Engineer will record and distribute the meeting minutes to each party present and to parties requiring information.  
Schedule Updating: The Contractor shall revise the construction schedule after each progress meeting where revisions to the schedule have been made or recognized.
5. The Contractor shall issue a revised schedule and progress status report at the next meeting.

#### 1.9 SUBMITTAL ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
  1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
  2. Submit all submittal items required for each Specification Section concurrently unless partial submittals for portions of the Work are indicated on an approved submittal schedule.
  3. Submit action submittals and informational submittals required by the same Specification Section as separate packages under separate transmittals.
  4. Coordinate transmittal of different types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
    - a. The Engineer reserves the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- B. Processing Time: Allow time for submittal review, including time for resubmittals, as follows. Time for review shall commence on the Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
  1. Initial Review: Allow 7 days for initial review of each submittal. Allow additional time if coordination with subsequent submittals is required. The Engineer will advise the Contractor when a submittal being processed must be delayed for coordination.
  2. Intermediate Review: If intermediate submittal is necessary, process it in same manner as the initial submittal.
  3. Resubmittal Review: Allow 7 days for review of each resubmittal.
  4. Sequential Review: Where sequential review of submittals by the Engineer's consultants, the Department, or other parties is indicated, allow 21 days for initial review of each submittal.

- C. Electronic Submittals: Identify and incorporate information in each electronic submittal file as follows:
1. Assemble complete submittal package into a single indexed file incorporating submittal requirements of a single Specification Section and transmittal form with links enabling navigation to each item.
  2. Name file with submittal number or other unique identifier, including revision identifier.
    - a. File name shall use Project identifier and Specification Section number followed by a decimal point and then a sequential number (e.g., DFL-061000.01). Resubmittals shall include an alphabetic suffix after another decimal point (e.g., DFL-061000.01.A).
  3. Provide means for insertion to permanently record Contractor's review and approval markings and action taken by Engineer.
  4. Transmittal Form for Electronic Submittals: Use an electronic form acceptable to the Engineer, containing the following information:
    - a. Project name.
    - b. Date.
    - c. Name and address of Engineer.
    - d. Name of Contractor.
    - e. Name of firm or entity that prepared submittal.
    - f. Names of subcontractor, manufacturer, and supplier.
    - g. Category and type of submittal.
    - h. Submittal purpose and description.
    - i. Specification Section number and title.
    - j. Specification paragraph number or drawing designation and generic name for each of multiple items.
    - k. Drawing number and detail references, as appropriate.
    - l. Related physical samples submitted directly.
    - m. Indication of full or partial submittal.
    - n. Transmittal number.
    - o. Submittal and transmittal distribution record.
    - p. Other necessary identification.
    - q. Remarks.
  5. Metadata: Include the following information as keywords in the electronic submittal file metadata:
    - a. Project name.
    - b. Number and title of appropriate Specification Section.
    - c. Manufacturer name.
    - d. Product name.
- D. Options: Identify options requiring selection by the Engineer.
- E. Deviations and Additional Information: On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by the Engineer on previous submittals, and deviations from requirements in the Contract Documents, including minor variations and limitations. Include the same identification information as a related submittal.
- F. Resubmittals: Make resubmittals in same form and number of copies as initial submittal.
1. Note date and content of previous submittal.

2. Note date and content of revision in label or title block and clearly indicate extent of revision.
  3. Resubmit submittals until they are marked with approval notation from Engineer's action stamp.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Retain complete copies of submittals on Project site. Use only final action submittals that are marked with approval notation from Engineer.

## PART 2 - PRODUCTS

### 2.1 SUBMITTAL SCHEDULE

- A. Submit a schedule of submittals, arranged in chronological order by dates required by construction schedule. Include time required for review, resubmittal, ordering, manufacturing, fabrication, and delivery when establishing dates.
1. Coordinate submittals schedule with the list of subcontracts, the schedule of values, and the Contractor's construction schedule.
  2. Initial Submittal – Submit within five (5) days of the date of Notice of Award. Include submittals required during the first 60 days of construction. List those required to maintain orderly progress of the Work and those required early because of long lead time for manufacture or fabrication.
  3. Final Submittal – Submit concurrently with the first complete submittal of Contractor's construction schedule.

### 2.2 CONTRACTOR'S PROGRESS SCHEDULE, GENERAL

- A. Submit a Progress Schedule according to Section 01 32 16 – “Progress Schedule”. Extend schedule from date established for the Notice to Proceed to the date of final completion.
1. Contract completion date shall not be changed by submission of a schedule that shows an early completion date, unless specifically authorized by a Change Order.
- B. Activities: Treat each separate area as a separate numbered activity for each main element of the Work. Comply with the following:
1. Activity Duration: Define activities so no activity is longer than 20 days, unless specifically allowed by Engineer.
  2. Procurement Activities: Include procurement process activities for long lead items and major items, requiring a cycle of more than 60 days, as separate activities in schedule. Procurement cycle activities include, but are not limited to, submittals, approvals, purchasing, fabrication, and delivery.
  3. Submittal Review Time: Include review and resubmittal times as indicated in this Section in schedule. Coordinate submittal review times in Contractor's construction schedule with submittal schedule.
  4. Substantial Completion: Indicate completion in advance of date established for Substantial Completion, and allow time for Engineer's administrative procedures necessary for certification of Substantial Completion.

5. Punch List and Final Completion: Include not more than 30 days for completion of punch list items and final completion.
- C. Milestones: Include milestones indicated in the Contract Documents in the schedule, including, but not limited to, the Notice to Proceed, Substantial Completion, and Final Completion.
- D. Contract Modifications: For each proposed contract modification and concurrent with its submission, prepare a time-impact analysis to demonstrate the effect of the proposed change on the overall Project Schedule with specific attention to impacts of Work to other contracts.
- E. Project Schedule Status Reports: Prepare summary report indicating activities scheduled to occur or commence prior to submittal of next schedule update to be distributed at bi-weekly Progress Meetings. Summarize the following issues:
  1. Unresolved issues.
  2. Unanswered RFIs.
  3. Rejected or unreturned submittals.
  4. Notations on returned submittals.
  5. Pending modifications affecting the Work and Contract Time.
- F. Recovery Schedule: When periodic update indicates the Work is 14 or more calendar days behind the current approved schedule, submit a separate recovery schedule indicating means by which Contractor intends to regain compliance with the schedule. Indicate changes to working hours, working days, crew sizes, and equipment required to achieve compliance, and date by which recovery will be accomplished.
- G. Computer Scheduling Software: Prepare schedules using current version of a program that has been developed specifically to manage construction schedules.
  1. Use Microsoft Project for current Windows operating system.

## 2.3 SUBCONTRACTOR LIST

- A. Provide a complete list of proposed subcontractors (including disposal facilities) identifying name, address, telephone number, contact person, type of work to be subcontracted, subcontract value, and Minority Business Enterprise/Woman-owned Business Enterprise (MBE/WBE) status.

## 2.4 PROJECT SCHEDULE STATUS REPORTS AND UPDATES

- A. Provide project schedule status reports based on the current approved project schedule and shall show the previous two weeks and succeeding two weeks as of the corresponding project meeting date. The schedule shall be updated for actual progress.
- B. Project schedule updates shall be in accordance with Section 01 32 16 – “Progress Schedule”.

## PART 3 - EXECUTION

### 3.1 SUBMITTAL PROCEDURES

- A. Contractor will be responsible for coordinating submittals. Submittal procedure requirements are provided in Section 01 33 00 – “Project Submittals and Procedures”.

### 3.2 SITE ACCESS

- A. Engineer will be responsible for coordinating access rights with property owner for all work performed within the Project limits.
- B. Contractor shall have limited use of the Site for construction operations as indicated on the Contract Drawings by the Contract limits and as indicated by the requirements of Section 01 10 00 - “Summary.”

### 3.3 SCHEDULE

- A. The Contractor shall be solely responsible for the coordination of schedules for any and all site activities and for his/her subcontractors’ schedules. The Engineer shall review and approve all schedules and the Contractor shall coordinate with the Engineer to make any appropriate changes to the schedule.
- B. The Contractor shall cooperate with Engineer’s review of the project schedule and promptly furnish Engineer with such data as may be requested in accordance with Engineer’s review of the project schedule and incorporate required revisions.
- C. It shall be the duty of the Contractor to conform to the specified schedule and to arrange his/her works in such a manner that it will be completed within the time limits indicated.
- D. The Contractor shall coordinate his/her letting of subcontracts (if any), material purchases, and delivery of materials and sequence of operations to conform to the schedule and shall furnish proof of same as required by the Engineer.

### 3.4 TIME AND MATERIAL (T&M) WORK

- A. If T&M work is initiated, the Contractor shall submit labor classes, materials and equipment, along with associated rates for time and material work to the Engineer for review and approval.
- B. The Engineer and Contractor shall agree on the format of a time and material worksheet prior to initiating any T&M work.
- C. Engineer’s and Contractor’s field representatives will sign a T&M summary worksheet on a daily basis. Signatures from field representatives do not represent that the work shown is an extra or that rates are acceptable; rather, it is merely to document that the materials, labor and equipment shown were in fact used for the work in question.
- D. Agreements for additional costs (if any) will be formalized in a change order, in accordance with the terms of the Contract Documents.

- E. Daily T&M worksheets without the signature of the Engineer's representative will not be the basis for a claim for additional compensation. The Contractor is solely responsible for the costs arising from the Contractor's own inefficiencies.

\* END OF SECTION 01 31 00 \*

## SECTION 01 31 19.13 – PRE-CONSTRUCTION CONFERENCE

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. A pre-construction conference will be held for the Project in accordance with General Conditions, Section VIII, Article 1.2.
2. Contractor shall attend the conference prepared to discuss all items on the pre-construction conference agenda.
3. Engineer will distribute an agenda, preside at conference, and prepare and distribute minutes to all conference participants and others as requested.

## B. Purpose of Pre-construction Conference:

1. Purpose of conference is to designate responsible personnel, establish working relationships, discuss preliminary schedules submitted by Contractor, and formalize procedures for the preparation and review administrative and procedural requirements for the Project.
2. Review and comply with the requirements of the General Conditions.
3. Review Contractor's plans for complying with the requirements of Article 5 of the General Conditions.
4. Discuss any conflicts, errors or discrepancies that Contractor has discovered by review of the Contract Documents.
5. Unless otherwise indicated in the Contract Documents or otherwise agreed to by the entities involved, Site mobilization meeting will be part of the pre-construction conference.

## 1.2 PREPARATION FOR PRE-CONSTRUCTION CONFERENCE

## A. Date, Time, and Location:

1. Conference will be held no later than twenty calendar days after the effective Date of the Agreement, but before the Contractor starts the Work.
2. Department will establish the date, time, and location of conference and notify the interested and involved entities.

## B. Contractor shall furnish information required and contribute appropriate items for discussion at the pre-construction conference.

## C. Handouts for Pre-Construction Conference:

1. Contractor shall bring to the conference the following, with sufficient number of copies for each attendee:
  - a. Preliminary Progress Schedule, as submitted to Engineer.
  - b. Preliminary Schedule of Submittals, as submitted to Engineer.
  - c. Preliminary Schedule of Values, as submitted to Engineer.
  - d. Listing of identity and general scope of Work or supply of planned Subcontractors and Suppliers.
  - e. List of emergency contact information.

### 1.3 REQUIRED ATTENDEES

- A. Representative of each entity attending the conference shall be authorized to act on that entity's behalf.
- B. Contractor Attendance: Conference shall be attended by Contractor's:
  - 1. Project manager.
  - 2. Site superintendent
  - 3. Site Health and Safety Officer
  - 4. Project managers for major Subcontractors, and major equipment Suppliers as Contractor deems appropriate.
- C. Other attendees will be representatives of:
  - 1. Department.
  - 2. Engineer.
  - 3. Authorities having jurisdiction over the Work, if available.
  - 4. Utility owners, as applicable.
  - 5. Others as requested by Department, Contractor, or Engineer.

### 1.4 AGENDA

- A. Preliminary Agenda: Be prepared to discuss in detail the topics indicated below. Revisions, if any, to the agenda below will be furnished to required attendees prior to the pre-construction conference.
  - 1. Procedural and Administrative:
    - a. Personnel and Teams:
      - 1) Designation of roles and personnel.
      - 2) Limitations of authority of personnel, including personnel who will sign Contract modifications and make binding decisions.
      - 3) Subcontractors and Suppliers in attendance.
      - 4) Authorities having jurisdiction.
    - b. Procedures for communications and correspondence, including electronic communication protocols.
    - c. Copies of the Contract Documents and availability.
    - d. Subcontractors and Suppliers.
      - 1) Lists of proposed Subcontractors and Suppliers.
    - e. The Work and Scheduling:
      - 1) General scope of the Work.
      - 2) Contract Times, including Milestones (if any).
      - 3) Phasing and sequencing.
      - 4) Preliminary Progress Schedule.
      - 5) Critical path activities.
    - f. Safety:
      - 1) Responsibility for safety.
      - 2) Contractor's safety representative.
      - 3) Emergency procedures and accident reporting.
      - 4) Emergency contact information.
      - 5) Confined space entry permits, if needed.
      - 6) Hazardous materials communication program.
      - 7) Impact of Project on public safety.
    - g. Permits.



- h. Review of insurance requirements and insurance claims.
- i. Coordination:
  - 1) Project coordination, and coordination among contractors.
  - 2) Construction coordinator.
  - 3) Coordination with Department's operations.
  - 4) Progress meetings.
  - 5) Preliminary Schedule of Submittals.
  - 6) Procedures for furnishing and processing submittals.
  - 7) Work not eligible for payment until submittals are approved or accepted (as required).
  - 8) Construction photographic documentation.
- j. Substitutes and "Or-Equals":
  - 1) Product options.
  - 2) Procedures for proposing "or-equals".
  - 3) Procedures for proposing substitutes.
- k. Contract Modification Procedures
  - 1) Requests for interpretation
  - 2) Written clarifications
  - 3) Field Orders
  - 4) Proposal Requests
  - 5) Change Proposals
  - 6) Work Change Directives.
  - 7) Change Orders.
  - 8) Procedure for Claims and dispute resolution
- l. Payment:
  - 1) Department's Project financing and funding, as applicable.
  - 2) Department's tax-exempt status.
  - 3) Preliminary Schedule of Values
  - 4) Procedures for measuring for payment.
  - 5) Retainage.
  - 6) Progress payment procedures.
  - 7) Prevailing wage rates and payrolls.
- m. Testing and inspections, including notification requirements.
- n. Disposal of demolition materials.
- o. Record documents.
- p. Preliminary Discussion of Contract Closeout:
  - 1) Procedures for Substantial Completion.
  - 2) Contract closeout requirements.
  - 3) Correction period.
  - 4) Duration of bonds and insurance.
- 2. Site Mobilization (if not covered in a separate meeting):
  - a. Working hours and overtime.
  - b. Field offices, storage trailers, and staging areas.
  - c. Temporary facilities.
  - d. Temporary utilities and limitations on utility consumption (where applicable).
  - e. Utility company coordination (if not done as a separate meeting).
  - f. Access to Site, access roads, and parking for construction vehicles.
  - g. Maintenance and protection of traffic.
  - h. Use of Site and premises.
  - i. Protection of property.
  - j. Security.

- k. Temporary controls, such as sediment and erosion controls, noise controls, dust control, storm water controls, and other such measures.
- l. Site barriers and temporary fencing.
- m. Storage of materials and equipment.
- n. Reference points and benchmarks; surveys and layouts.
- o. Site maintenance during the Project.
- p. Cleaning and removal of trash and debris.
- q. Restoration.
- 3. General discussion and questions.
- 4. Next meeting.
- 5. Site visit, if required.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

\* END OF SECTION 01 31 19.13 \*

## SECTION 01 31 19.23 – PROGRESS MEETINGS

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. Progress meetings will be held throughout the Project. Contractor shall attend each progress meeting prepared to discuss in detail all items on the agenda.
2. Engineer will preside at progress meetings and will prepare and distribute minutes of progress meetings to all meeting participants and others as requested.

## 1.2 PREPARATION FOR PROGRESS MEETINGS

## A. Date and Time:

1. Regular Meetings: Bi-weekly, occurring twice per month, on a day and time agreeable to Department, Engineer, and Contractor.
2. Other Meetings: Weekly meetings may be requested in accordance with the General Conditions, Section VIII, Article 5.36, to discuss and/or resolve matters concerning various elements of the Work.

## B. Location:

1. Contractor's field office at the Site or other location mutually agreed upon by Department, Contractor, and Engineer.

## C. Handouts:

1. Contractor shall bring to each progress meeting not less than eight copies of each of the following:
  - a. List of Work accomplished since the previous progress meeting.
  - b. Up-to-date Progress Schedule.
  - c. Up-to-date Schedule of Submittals.
  - d. Health and Safety/Community Air Monitoring Summary.
  - e. Quality control testing including analytical testing Summary.
  - f. Detailed "look-ahead" schedule of Work planned through the next progress meeting, with specific starting and ending dates for each activity, including shutdowns, deliveries of important materials and equipment, Milestones (if any), and important activities affecting the Department, Project, and Site.
  - g. When applicable, list of upcoming, planned time off (with dates) for personnel with significant roles on the Project, and the designated contact person in their absence.
2. Engineer shall bring to each progress meeting not less than eight (-8-) copies of each of the following:
  - a. Up-to-date Schedule of Submittals including identification of outstanding critical submittals.
  - b. Up-to-date Status tracking logs for RFI, PCOs, and Field Orders.

### 1.3 REQUIRED ATTENDANCE

- A. Representatives present for each entity shall be authorized to act on that entity's behalf.
- B. Required Attendees:
  - 1. Contractor:
    - a. Project manager.
    - b. Site superintendent.
    - c. Safety representative.
    - d. When needed for the discussion of a particular agenda item, representatives of Subcontractors and Suppliers shall attend meetings.
  - 2. Construction coordinator (if any).
  - 3. Engineer:
    - a. Project manager or designated representative
    - b. Others as required by Engineer.
  - 4. Department 's representative(s), as required.
  - 5. Testing and inspection entities, as required.
  - 6. Others, as appropriate.

### 1.4 AGENDA

- A. Preliminary Agenda: Be prepared to discuss in detail the topics listed below. Revised agenda, if any, will be furnished to Contractor prior to first progress meeting. Progress meeting agenda may be modified by Engineer during the Project as required.
  - 1. Safety
  - 2. Review, comment, and amendment (if required) of minutes of previous progress meeting.
  - 3. Review of progress since the previous progress meeting.
  - 4. Planned progress through next progress meeting.
  - 5. Review of Progress Schedule
    - a. Contract Times, including Milestones (if any)
    - b. Critical path.
    - c. Schedules for fabrication and delivery of materials and equipment.
    - d. Corrective measures, if required.
  - 6. Submittals:
    - a. Review status of critical submittals.
    - b. Review revisions to Schedule of Submittals.
  - 7. Contract Modifications (Status Tracking Log as maintained by Engineer)
    - a. Requests for Interpretation.
    - b. Field Orders.
    - c. Proposed Change Orders.
    - d. Approved Change Orders.
    - e. Claims.
  - 8. Applications for progress payments status
  - 9. Problems, conflicts, and observations.
  - 10. Quality standards, testing, and inspections.
  - 11. Coordination between parties.
  - 12. Site management issues, including access, security, maintenance and protection of traffic, maintenance, cleaning, and other Site issues.
  - 13. Permits.
  - 14. Construction photographic documentation, as applicable.
  - 15. Record documents status, as applicable.

16. Punch list status, as applicable.
17. Other business.

PART 2 - PART 2 – PRODUCTS – NOT USED

PART 3 - PART 3 – EXECUTION – NOT USED

\* END OF SECTION 01 31 19.23 \*

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## SECTION 01 31 26 – ELECTRONIC COMMUNICATION PROTOCOLS

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. This Section establishes the procedures with which the parties will comply regarding transmission or exchange of electronic data for the Project.
2. Contractor shall provide labor, materials, tools, equipment, services, utilities, and incidentals shown, specified, and required for complying with this Section throughout the Project.
3. This Section does not supersede the General Conditions, as may be modified by the Supplementary Conditions, regarding transmitting of the Contract Documents to Contractor after the Effective Date of the Contract.
4. In addition to the requirements of this Section, comply with requirements for exchange of electronic data in the following:
  - a. Section 01 32 16 – “Progress Schedule”.
  - b. Section 01 32 33 – “Photographic Documentation”.
  - c. Section 01 33 00 – “Project Submittals and Procedures”.
  - d. Section 01 78 39 – “Project Record Documents”.

## B. Coordination:

1. Contractor shall require all Subcontractors and Suppliers to comply with the electronic communication protocols established in this Section.

## C. Related Sections:

1. Section 01 32 16 – “Progress Schedule”.
2. Section 01 32 33 – “Photographic Documentation”.
3. Section 01 33 00 – “Project Submittals and Procedures”.
4. Section 01 78 39 – “Project Record Documents”.

## 1.2 TERMINOLOGY

## A. The following words or terms are not defined but, when used in this Section, have the following meaning:

1. “Electronic data” means information, communications, drawings, or designs created or stored for the Project in electronic or digital form.
2. “Confidential information” means electronic data that the transmitting party has designated as confidential and clearly marked with an indication such as “Confidential”, “Business Proprietary”, or similar designation.
3. “Written” or “in writing” means any and all communications, including without limitation a notice, consent, or interpretation, prepared and sent to an address provided in the Contract Documents or otherwise agreed upon by the parties and Engineer using a transmission method sent forth in this Section that allows the recipient to print or store the communication. Communications transmitted electronically are presumed received when sent in conformance with this Paragraph 1.2.A.3.

### 1.3 TRANSMISSION OF ELECTRONIC DATA

- A. Transmission of electronic data constitutes a warrant by the transmitting party to the receiving party that the transmitting party is one or more of the following:
  - 1. The copyright owner of the electronic data.
  - 2. Has permission from the copyright owner to transmit the electronic data for its use on the Project.
  - 3. Is authorized to transmit confidential information.
- B. Receiving party agrees to keep confidential information confidential and not to disclose it to another person except to (1) its employees, (2) those who need to know the content of the confidential information to perform services or construction solely and exclusively for the Project, or (3) its Consultants, Contractors, Subcontractors, and Suppliers whose contracts include similar restrictions on the use of electronic data and confidential information.
- C. Transmitting party does not convey any right in the electronic data or in the software used to generate or transmit such data. Receiving party may not use electronic data unless permission to do so is provided in the Contract Documents, or in a separate license.
- D. Unless otherwise granted in a separate license, receiving party's use, modification, or further transmission of electronic data, as provided the Contract Documents, is specifically limited to the design and construction of the Project in accordance with this Section, and nothing contained in this Section conveys any other right to use the electronic data for any other purpose.
- E. Means of Transmitting Electronic Data: Unless otherwise indicated in Table 01 31 26-A of this Section or elsewhere in the Contract Documents, transmission of electronic data for the Project will generally be via:
  - 1. E-mail and files attached to e-mail. Maintain e-mail system capable of transmitting and receiving files not less than 20 megabytes (MB) file size.

### 1.4 ELECTRONIC DATA PROTOCOLS

- A. Comply with the data formats, transmission methods, and permitted uses set forth in Table 01 31 26-A, Electronic Data Protocol Table, below, when transmitting or using electronic data on the Project. Where a row in the table has no indicated means of transmitting electronic data, use for such documents only printed copies transmitted to the receiving party via appropriate delivery method.



TABLE 01 31 26-A  
ELECTRONIC DATA PROTOCOL TABLE (E-MAIL ATTACHMENTS)

Electronic Data	Data Format	Transmitting Party	Transmission Method	Receiving Party	Permitted Uses	Notes
1.4.A.1. Project communications						
General communications & correspondence	EM, PDF	D, E, C	EM, EMA	D, E, C	R	
Meeting notices and agendas	EM, PDF	E	EM, EMA	D, C	R	
Meeting minutes	PDF	E	EM, EMA	D, C	R	
1.4.A.2. Contractor's submittals to Engineer						
Shop Drawings	PDF	C	EMA	E	M (1)	(1)
Product data	PDF	C	EMA	E	M (1)	(1)
Informational and closeout submittals:	PDF	C	EMA	E	M (1)	(1)
Documentation of delivery of maintenance materials submittals	PDF	C	EMA	E	M (1)	
1.4.A.3. Engineer's return of reviewed submittals to Contractor						
Shop Drawings	PDF	E	EMA	D, C	R	
Product data	PDF	E	EMA	D, C	R	
Informational and closeout submittals:	PDF	E	EMA	D, C	R	
Documentation of delivery of maintenance materials submittals	PDF	E	EMA	D, C	R	
1.4.A.4. Contract Modifications Documents						
Requests for interpretation to Engineer	PDF	C, D	EMA	E	M (1)	(1)
Engineer's interpretations (RFI responses)	PDF	E	EMA	C, D	R	
Engineer's clarifications to Contractor	EM, PDF	E	EM, EMA	C, D	R	
Engineer's issuance of Field Orders	PDF	E	EMA	C, D	R	
Potential Change Orders	PDF	E, D	EMA	C	R	
Change Proposals – submitted to Engineer	PDF	C	EMA	D, E	S	
Change Proposals – Engineer's response	PDF	E	EMA	C, D		
Change Orders (for Contractor signature)	PDF	E	EMA	C	R	(2)
1.4.A.5. Applications for Payment						(3)
1.4.A.6. Claims and other notices						(4)
1.4.A.7. Closeout Documents						
Record drawings (As-Built)	DWG and PDF	C	EMA	E, D	M (5)	(5)
Other record documents	PDF	C	EMA	E, D	M (5)	(5)
Contract closeout documents						

B. Key to Electronic Data Protocol Table:

Data Format:

EM .msg, .htm, .txt, .rtf, e-mail text  
W .docx, Microsoft® Word 2007 or later  
EX .xlsx, Microsoft® Excel 2007 or later  
PDF .pdf. Portable Document Format  
DWG .dwg. Autodesk AutoCAD 2013 drawing or later.

Transmitting Party:

D Department  
C Contractor  
E Engineer

Transmission Method:

EM Via e-mail  
EMA As an attachment to an e-mail transmission  
CD Delivered via compact disc  
PW Posted to Project website  
FTP FTP transfer to receiving FTP server

Receiving Party:

D Department  
C Contractor  
E Engineer

Permitted Uses:

S Store and view only  
R Reproduce and distribute  
I Integrate (incorporate additional electronic data without modifying data received)  
M Modify as required to fulfill obligations for the Project

Notes:

- (1) Modifications by Engineer to Contractor's submittals and requests for interpretations are limited to printing out, marking-up, and adding comment sheets.
- (2) May be distributed only to affected Subcontractors and Suppliers. Print out, sign document, and return executed ("wet") signatures to Engineer after Department Approval.
- (3) Submit printed Applications for Payment with original ("wet") signatures.
- (4) Submit notices, including Claims, in accordance with the notice provisions of the General Conditions.
- (5) Submit record drawings in native CAD format indicated when Contractor has executed Engineer's standard agreement for release of electronic files. In addition, always submit record drawings as a PDF file. Comply with requirements of Section 01 78 39 – "Project Record Documents".

PART 2 - PART 2 – PRODUCTS – NOT USED

PART 3 - PART 3 – EXECUTION – NOT USED

\* END OF SECTION 01 31 26 \*

## SECTION 01 32 16 PROGRESS SCHEDULE

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. Prepare and submit Progress Schedules in accordance with the General Conditions (as may be modified by the Supplementary Conditions) and this Section, unless otherwise accepted by Engineer.
2. Maintain and update Progress Schedules. Submit updated Progress Schedules as specified in this Section unless otherwise directed by Engineer.
3. Engineer's acceptance of the Progress Schedule, and comments or opinions concerning the activities in the Progress Schedule shall not control Contractor's independent judgment relative to means, methods, techniques, sequences, and procedures of construction. Contractor is solely responsible for complying with the Contract Times.

## 1.2 SUBMITTALS

## A. Informational Submittals: Submit the following:

1. Interim Schedule:
  - a. Submit an interim schedule indicating Contractor's anticipated schedule for the Work for the first three (3) months in detail and for the remainder of the Work in summary form in accordance with Article 1.4 of the General Conditions.
2. Progress Schedules:
  - a. Submit preliminary Progress Schedule in accordance with the General Conditions, Section VIII, Article 1.6. Submit in accordance with Section 01 33 00, Project Submittals and Procedures.
  - b. Preliminary Progress Schedule shall consist of a CPM Diagram and schedule narrative.
  - c. After making revisions in accordance with Engineer's comments on the preliminary Progress Schedule, submit the Progress Schedule in accordance with the General Conditions. Submit in accordance with Section 01 33 00, Project Submittals and Procedures. This schedule will constitute the Baseline Schedule.
  - d. Bi-monthly (every two weeks) project schedules with a 2-week look ahead shall be submitted in Excel format.
  - e. Submit updated Baseline Progress Schedule with schedule narrative as part of the monthly Contractor's Application for Payment. If a Progress Schedule remains unchanged from one payment application to the next, submit a written statement to that effect.
  - f. Furnish each Progress Schedule submittal with letter of transmittal complying with requirements of Section 01 33 00, Project Submittals and Procedures, and specifically indicating the following:
    - 1) Listing of activities and dates that have changed since the previous Progress Schedule submittal.
    - 2) Discussion of problems causing delays, anticipated duration of delays, and proposed countermeasures.

3. Recovery Schedules: Submit in accordance with this Section, and other provisions of the General Conditions.
4. Accelerated Schedules may be submitted for in accordance with General Conditions Section VIII, Article 5.3.
5. Adjusted Project Schedules shall be submitted in accordance with General Conditions Section VIII, Article 5.6
6. If Contractor doesn't intend to perform Work on the date with the Contract Time commences, Contractor must notify the Department as soon as possible in writing when work will commence. An interim schedule shall be submitted in accordance with Section VIII, Article 1.4. Within 20 days after starting work at the site, an updated Baseline Project Schedule shall be provided to the Engineer for review.
7. Engineer reviewed project schedules shall be managed as Record Documentation.

### 1.3 PROGRESS SCHEDULE FORMAT AND CONTENT

#### A. Format:

1. Type:
  - a. Gantt chart prepared using software such as Microsoft Project 2007 or later edition, Oracle Primavera P6, Oracle Primavera Project Planner – P3, or similar software.
2. Sheet Size: 11x17, unless otherwise accepted by Engineer.
3. Time Scale: Indicate first date of each work week.
4. Organization:
  - a. Indicate on the separate Schedule of Submittals dates for submitting and reviewing Shop Drawings, Samples, and other submittals.
  - b. Group deliveries of materials and equipment into a separate sub-schedule that is part of the Progress Schedule.
  - c. Group construction into a separate sub-schedule (that is part of the Progress Schedule) by activity.
  - d. Group critical activities that dictate the rate of progress (the "critical path") into a separate sub-schedule that is part of the Progress Schedule. Clearly indicate the critical path on the Progress Schedule. At minimum activities should align with Bid Form.
  - e. Organize each sub-schedule item in accordance with the approved Schedule of Values.
5. Activity Designations: Indicate title and related Specification Section number.
6. Deliver schedules in both working file and PDF formats with the accompanying narrative.

#### B. Content: Progress Schedules shall indicate the following:

1. Dates for shop-testing, as applicable.
2. Delivery dates for materials and equipment to be incorporated into the Work.
3. Dates for beginning and completing each phase of the Work by activity and by trade.
4. Dates for start-up and check-out, field-testing, and instruction of operations and maintenance personnel.
5. Dates corresponding to the Contract Times, and planned completion date associated with each Milestone (if any), Substantial Completion, and readiness for final payment.

#### C. Coordinate the Progress Schedule with the Schedule of Submittals.

#### D. Progress Schedules anticipating achievement of Substantial Completion ahead of the corresponding Contract Time(s), but with zero Contract Float as opposed to positive Contract Float, will be returned as either "Approved as Noted," "Resubmit with Revisions," or "Disapproved." Submittals

stamped as "Approved as Noted" will indicate Engineer's approval thereof, subject to the limitations set forth, including Engineer's computation of the appropriate Contract Float implied by the anticipated early completion.

- E. Any float identified in the approved (or approved as noted) Baseline Schedule will be available for the project. The use of float shall be documented in each progress payment. If the Contractor disputes the availability of Contract Float and proposes that compensation for delay shall be measured from the anticipated early completion date(s) as opposed to the corresponding Contract Time(s), Contractor agrees and understands that said proposal will represent a request to the Department that the approved Progress Schedule be evaluated as a substitute Progress Schedule for the purposes of changing the Contract Time(s) to those supported by the Contractor's early-completion Progress Schedule. Evaluation of that substitution will be in accordance with the requirements of the General Conditions and will require additional supporting data that explains and substantiates the basis of the anticipated Early Schedules. Such supporting data shall consist of: 1) notice of any scheduled Work during hours other than normal work hours, 2) information related to rates of production including pertinent quantities, crew sizes, man-day requirements, major items of equipment, etc., for Critical and other significant Activities, 3) express or implied contingency allowances figured in for Activities for such factors as weather, delays, activities of Department and Engineer to respond to reports of differing site conditions, and other relevant factors. Acceptance of that substitution will be evidenced by a Change Order shortening the Contract Time, or Contract Times accordingly, but maintaining the Contract Price and the provisions for liquidated and actual damages set forth in the Agreement.

#### 1.4 RECOVERY SCHEDULES

- A. Recovery Schedules – General:
1. When updated Progress Schedule indicates that the ability to comply with the Contract Times falls five or more days behind schedule, and the delay is within the control of Contractor, and there is no corresponding Change Order or Work Change Directive to support an extension of the Contract Times, Contractor shall prepare and submit a Progress Schedule demonstrating Contractor's plan to accelerate the Work to achieve compliance with the Contract Times ("recovery schedule") for Engineer's acceptance.
  2. Submit recovery schedule within five days after submittal of updated Progress Schedule where need for recovery schedule is indicated.
- B. Implementation of Recovery Schedule:
1. At no additional cost to Department, do one or more of the following: furnish additional resources (additional workers, additional construction equipment, increased work hours or additional shifts, and other resources), provide suitable materials, expedite procurement of materials and equipment to be incorporated into the Work, and other measures necessary to complete the Work within the Contract Times.
  2. Upon acceptance of recovery schedule by the Engineer, incorporate recovery schedule into the next Progress Schedule update.
- C. Lack of Action:
1. Contractor's refusal, failure, or neglect to take appropriate recovery action, or to submit a recovery schedule, shall constitute reasonable evidence that Contractor is not prosecuting the Work or separable part thereof with the diligence that will ensure completion within the Contract Times. Such lack of action shall constitute sufficient basis for Department to exercise remedies available to Department under the General Conditions.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

\* END OF SECTION 01 32 16 \*

## SECTION 01 32 33 – PHOTOGRAPHIC AND VIDEO DOCUMENTATION (AERIAL AND GROUND)

## PART 1 - GENERAL

## 1.1 SECTION INCLUDES

## A. Scope:

1. Furnish Unmanned Aircraft Systems (UAS), also known as a Drone, aerial imagery (photographic and video documentation, as required) and ground photographic documentation (still photographs only) for the following phases of construction:
  - a. Pre-construction – prior to mobilization to Site, prior to land disturbance.
  - b. Construction progress – frequency, as specified herein, including but not limited to, at Substantial Completion and at Final Completion.
  - c. Final – following final demobilization.
2. Ground camera equipment specifications including camera resolution requirements and photograph submission requirements.
3. Drone aerial imagery equipment specifications including camera resolution requirements and aerial photograph and video submission requirements.

## 1.2 REFERENCES

- A. DEC Policy CP-71 / Acquisition and Use of Unmanned Aircraft, March 29, 2021.
- B. Low Altitude Authorization and Notification Capability (LAANC).
- C. Federal Aviation Administration (FAA) rules and regulations.
- D. Title 14 of Code of Federal Regulations (CFR) Part 107 – Small Unmanned Aircraft Systems.
- E. EPA IT/IM Directive Policy – Unmanned Aircraft Systems (UAS) Policy, July 7, 2005.
- F. National Wildfire Coordinating Group (NWCG) Aviation Mishap Response Guide and Checklist.

## 1.3 QUALITY ASSURANCE

- A. Contractor personnel, or their Subcontractor, operating Unmanned Aircraft Systems (UAS or drone) shall be licensed in accordance with all applicable rules and regulations, including FAA and 14 CFR Part 107 requirements.
- B. Personnel shall include the remote pilot in command (PIC), the visual observer (if one is used/required), and the person operating the flight controls of the UAS (if different from the PIC).
- C. Personnel must maintain a visual line of sight (VLOS) to the aircraft operation throughout the entire flight with vision that is unaided by any device other than corrective lenses. The VLOS is established in order to:
  1. Know the UAS location;
  2. Monitor the UAS attitude, altitude, and direction of flight;

3. Observe the airspace for other air traffic or hazards; and
  4. Ensure that the UAS does not endanger the life or property of another.
- D. When a visual observer is used during the UAS operation, all of the following requirements must be met:
1. The remote PIC, the person operating the flight controls of the UAS, and the visual observer must maintain effective communication with each other at all times.
  2. The remote PIC must ensure that the visual observer is able to see the UAS in the manner specified in paragraph (C) of this section.
  3. The remote PIC, the person operating the flight controls of the UAS, and the visual observer must coordinate to do the following:
    - a. Scan the airspace where the UAS is operating for any potential collision hazard; and
    - b. Maintain awareness of the position of the UAS through direct visual observation.
- E. Contractor shall be responsible for documenting all activity at the Site in accordance with the following schedules:
1. Ground photography shall be used to document the project activity and work progress on a frequency of twice per week (minimum), at the project milestones specified herein, and as directed by the Department or Engineer.
    - a. Ground camera requirements:
      - 1) Minimum of 10 megapixel still camera capability.
      - 2) Full color photographs.
      - 3) Ground camera aspect ratio shall be 4:3.
      - 4) Ground camera settings shall be set according to site conditions, light conditions, and the subject being photographed.
      - 5) All ground photograph files shall be JPG format, unless otherwise requested by Department or Engineer.
  2. Drone aerial imagery shall be used to document the project activity and work progress on a frequency of twice per month (minimum), at the milestones specified herein, and as directed by the Department or Engineer.
    - a. UAS-mounted camera requirements:
      - 1) Minimum of 10 megapixel still camera.
      - 2) Drone camera settings shall be set according to site conditions, light conditions, and the subject being photographed.
      - 3) Minimum of 1080p, 60 frames per second video camera.
      - 4) All video files shall be MP4 or MOV formats, and all still photographs shall be JPG format unless otherwise requested by Department or Engineer.
- F. Contractor shall be responsible to provide UAS equipment and accessories of appropriate capabilities (multiple battery packs, memory capacity, etc.) to perform the work and meet the requirements specified.
- G. Photographic images and video shall be suitably staged and set up (“framed”), focused, and shall have adequate lighting to illuminate the Work and conditions that are the subject of the photograph.
- H. Photographic images and video that are not well framed, focused, or do not have adequate lighting, at the discretion of the Engineer, shall be repeated by Contractor at no additional cost.



## 1.4 SUBMITTALS

- A. Licenses and Certifications. Submit the following:
  - 1. Remote Pilot Certificate (shall be current) from the FAA for all drone pilots proposed for the project, or for the certified Pilot in Command (PIC) overseeing the operation.
  - 2. Insurance: must maintain Commercial Drone Liability Insurance with a minimum of \$1,000,000 liability limit. Submit insurance certificate(s) demonstrating the proper current insurance limits and listing additional insured(s) according to the requirements of the Contract Documents.
- B. Pre-Flight Submittals. Submit the following prior to each flight:
  - 1. Documentation of authorization for each flight plan (as needed) through LAANC.
- C. Pre-Flight Submittals required by CP-71:
  - 1. Contractor shall complete the Department's Unmanned Aircraft System (UAS) Mission Planning Form and submit to the Department or Engineer.
  - 2. Contractor shall allow for a Department review period of thirty (30) days and shall expect a response (approval or modifications required) in writing.
  - 3. Contractor shall not proceed with any UAS work without written authorization from the Department.
- D. Informational Submittals. Submit the following:
  - 1. Pre-construction Photographic and Video Documentation: Submit acceptable pre-construction photographic and video documentation (digital files) prior to mobilizing to and disturbing the Site. Submit pre-construction photographic and video documentation not later than submittal of the first Application for Payment, unless other schedule for pre-construction photographic and video documentation as accepted by Engineer.
  - 2. Construction Progress Photographic and Video Documentation: Submit acceptable construction progress photographic and video documentation (digital files) not less-often than monthly, unless otherwise agreed to by Engineer.
  - 3. Qualifications Statements:
    - a. Work shall be performed by a photographer and drone pilot meeting the requirements of this Specification and applicable regulations. The photographer and drone pilot shall be proficient in the type of work specified in this section. The Contractor shall provide individual(s) demonstrating the requisite proficiencies, to the satisfaction of the Engineer.
- E. Closeout Submittals. Submit the following:
  - 1. Final Photographic and Video Documentation: Submit acceptable photographic and video documentation prior to requesting the inspection by Engineer for Substantial Completion and Final Completion.
  - 2. Photographic and Video Documentation shall be considered part of the Record Documentation. Photographic and Video Documentation shall not replace or supplant As-Built Drawings or other documentation required by Contract Documents.
- F. Contractor shall host and maintain for the benefit of the Engineer and Department a secured, password enabled/encrypted sharepoint site or dropbox site for the secure transfer of electronic files.

## PART 2 - PRODUCTS – Not used.

## PART 3 - EXECUTION

## 3.1 DOCUMENTATION - GENERAL

- A. The documentation specifications in this Part shall be used as default requirements in the absence of an alternate plan submitted by Contractor and reviewed and approved by Engineer and/or Department.
- B. All photography, video and drone flights shall be performed only by Department-approved professionals.
- C. Digital Files of Videos and Photographs:
  - 1. For each photograph, furnish high-quality digital image in “JPG” file format compatible with Microsoft Windows 10 and higher operating systems.
  - 2. Image resolution shall be sufficient for clear, high-resolution prints. Minimum resolution shall be 10 megapixels.
  - 3. For each video, furnish high-quality (minimum of 1080p, 60 frames per second) digital video file in MP4 or MOV file format, unless otherwise requested by Department or Engineer.
  - 4. Do not imprint date and time in the images, unless specifically directed by Department or Engineer.
  - 5. Electronic image filename shall describe the image; do not submit files with filenames automatically created by a digital camera. For example, an acceptable electronic filename would be, “Project Name Preconstruction 01.05.2024 Photo 1.jpg”, or “Project Name Postconstruction 01.05.2024 Video 1.MP4”.
  - 6. Electronic folder names shall include the project, the date, etc. Do not include folders automatically created by a digital camera. For example, an acceptable folder name would be: “Project Name – Photos 04.06.2024”, or “Project Name – Videos 04.06.2024”.
  - 7. Form of Digital Video and Photograph Submittals
    - a. Contractor shall host and maintain a secured, password enabled/encrypted sharepoint site or dropbox site for the secure transfer of electronic files.
    - b. Hardcopy photographs shall not be required unless specifically requested by Department or Engineer.
    - c. Include in the sharepoint or dropbox site a file index and appropriately labeled and dated folders for each file transfer containing photographic and video documentation. File index shall list each folder, list the files in each folder by filename, and for each file:
      - 1) Date(s) photographs were taken.
      - 2) Name of Owner.
      - 3) Name of the Site.
      - 4) Project name.
      - 5) Photographer name and address.
      - 6) Drone pilot name and address (as applicable).

### 3.2 PRE-CONSTRUCTION PHOTOGRAPHIC AND VIDEO DOCUMENTATION

#### A. Ground Photography

1. Obtain and submit pre-construction photographic documentation to record Site conditions prior to construction. Photographs shall document all locations and areas of all work of the Contract, including all areas which will be disturbed by the work.
2. Pre-construction photographs are not part of the required number of construction progress photographs specified in Article 3.3 of this Section.
3. Furnish ground-based pre-construction video of all locations and areas of work of the Contract, including indoor and outdoor work areas, staging areas and all areas which will be disturbed by the work.
4. If disagreement arises on the condition of the Site and insufficient pre-construction photographic documentation was submitted prior to the disagreement, Contractor shall restore the conditions in question as directed by Engineer and to satisfaction of the Department.

#### B. Drone Aerial Imagery and Video

1. Take pre-construction aerial photographs at the same time that pre-construction ground photography is performed. The following aerial photographs shall be taken during the pre-construction aerial photography event, unless otherwise directed by Engineer or Department:
  - a. Eight (8) photographs from altitude of 400 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W and NW with horizon visible in each photograph;
  - b. Four (4) photographs from altitude of 400 feet, straight down covering each work area/quadrant of the Site;
  - c. Eight (8) photographs from altitude of between 100 and 150 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W, and NW with horizon visible in each photograph; and
  - d. Four (4) roof-height photographs (if structures are present), from center of property/Site, viewing N, E, S, and W. If structures are not present, altitude shall be 50 feet.
2. Take pre-construction video of the Site from an altitude of 100 feet, unless otherwise directed by Engineer or Department. Video shall be performed in a slow orbit of the Site covering all proposed work areas, including all areas which will be disturbed by the work.
3. Regulate the speed of the UAS during the flight to provide clear video. Video files that are not well framed or focused, resulting from the speed of the UAS, at the discretion of the Engineer, shall be repeated by Contractor at no additional cost.
4. When possible, aerial based video should be captured using autonomous flight controls to provide smooth and precise footage.

### 3.3 CONSTRUCTION PROGRESS PHOTOGRAPHIC AND VIDEO DOCUMENTATION

#### A. Ground Photography

1. Progress Photographs:
  - a. Approved photographer shall take photographs at the Site not less often than twice per week.
  - b. Take not less than 10 photographs each time photographer is at the Site.
2. Obtain and submit photographic documentation of each area of work as directed by Engineer at the time photographic documentation is taken.

3. Take progress, ground-based video, when directed by Engineer or Department. Ground-based video shall be conducted in accordance with Article 3.2.A.3.
4. Photographic documentation, documenting adequate completion of the work to the satisfaction of the Engineer, shall be required for Substantial Completion and for Final Completion.

B. Drone Aerial Imagery and Video

1. Progress Photographs:
  - a. Take photographs not less often than bi-weekly or twice per month, or as directed by Engineer or Department. The following photographs shall be taken during each aerial photography event, unless otherwise directed by Engineer or Department:
    - 1) Eight (8) photographs from altitude of 400 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W and NW with horizon visible in each photograph;
    - 2) Four (4) photographs from altitude of 400 feet, straight down covering each work area/quadrant of the Site;
    - 3) Eight (8) photographs from altitude of between 100 and 150 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W and NW with horizon visible in each photograph; and
    - 4) Four (4) roof-height photographs (if structures are present), from center of Site, viewing N, E, S, and W. If structures are not present, altitude shall be 50 feet.
2. Progress Video:
  - a. Take video of the Site, as directed by Department or Engineer, at a minimum of two (2) occasions, not including Pre-Construction and Final Documentation events.
  - b. Video shall be taken from altitude of 100 feet – slow orbit of the Site covering all active work areas, unless otherwise directed by Engineer or Department.
  - c. Regulate the speed of the UAS during the flight to provide clear video. Video files that are not well framed or focused, resulting from the speed of the UAS, at the discretion of the Engineer, shall be repeated by Contractor at no additional cost.
  - d. When possible, aerial based video should be captured using autonomous flight controls to provide smooth and precise footage.

### 3.4 FINAL PHOTOGRAPHIC AND VIDEO DOCUMENTATION

A. Final Ground Photographs:

1. Take photographs at time and day acceptable to Engineer and following completion of all construction and demobilization. Work documented in final (record) photographs shall be generally complete, including all features of completed work and restored areas, as directed by the Engineer and Department.

B. Final Drone Aerial Imagery and Video

1. Take final aerial photographs at the same time that final ground photography is performed. The following aerial photographs shall be taken during the final aerial photography event, unless otherwise directed by Engineer or Department:
  - a. Eight (8) photographs from altitude of 400 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W and NW, with horizon visible in each photograph;
  - b. Four (4) photographs from altitude of 400 feet, straight down covering each work area/quadrant of the Site;

- c. Eight (8) photographs from altitude of between 100 and 150 feet, from edge of property/Site facing center of Site, from N, NE, E, SE, S, SW, W and NW with horizon visible in each photograph; and
  - d. Four (4) roof-height photographs (if structures are present), from center of Site, viewing N, E, S, and W. If structures are not present, altitude shall be 50 feet.
2. Take final video of the Site from an altitude of 100 feet, or as approved by Department or Engineer. Video shall be performed in a slow orbit of the Site covering all final and restored work areas.

### 3.5 MISHAP REPORTING

- A. The Contractor shall immediately notify the Department when an “Aircraft Incident” or mishap occurs, including:
  1. Any missing aircraft.
  2. Any collision.
  3. Injury to any person or any loss of consciousness.
  4. Damage to any property other than the UAS.
- B. The Contractor shall support the Department and other agencies with subsequent investigations into the cause of the mishap and with the implementation of corrective actions that are required by Contractor as a result of the mishap.

\* END OF SECTION 01 32 33 \*

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## SECTION 01 33 00 – PROJECT SUBMITTALS AND PROCEDURES

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. Contractor shall prepare and furnish submittals in accordance with the General Conditions, Section VIII, Article 5.24 through 5.30.
2. Provide submittals well in advance of need for the material or equipment, or procedure (as applicable), in the Work and with ample time required for delivery of materials and equipment and to implement procedures following Engineer's approval or acceptance of the associated submittal. Work covered by a submittal will not be included in progress payments until approval or acceptance of related submittals has been obtained in accordance with the Contract Documents.
3. Contractor is responsible for dimensions to be confirmed and corrected at the Site; quantities; information pertaining solely to fabrication processes; means, methods, sequences, procedures, and techniques of construction; safety precautions and programs incident thereto; and for coordinating the work of all trades.
4. Contractor's signature of submittal's stamp and letter of transmittal shall be Contractor's representation that Contractor has complied with his obligations under the Contract Documents relative to that submittal. Engineer and Department shall be entitled to rely on such representations by Contractor.
5. Provisions of the General Conditions, as may be modified by the Supplementary Conditions, apply to all Contractor-furnished submittals required by the Contract Documents, regardless of whether such submittals are other than Shop Drawings or Samples.

## B. Samples:

1. Submittal of Samples shall comply with the General Conditions, as may be modified by the Supplementary Conditions, this Section, and the Specifications Section in which the Sample is specified.
2. Furnish at the same time those Samples and submittals that are related to the same element of the Work or Specifications Section. Engineer will not review submittals without associated Samples and will not review Samples without associated submittals.
3. Samples shall clearly illustrate functional characteristics of materials, all related parts and attachments, and full range of color, texture, pattern, and materials.

## C. Restrictions on Quantity of Submittals and Compensation of Department:

1. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval or acceptance of submittal by Engineer with not more than the number of resubmittals indicated in the General Conditions (as may be modified by the Supplementary Conditions).
2. Total number of Contractor's submittals shall not exceed 25 percent above the total number of first-time submittals indicated in the Schedule of Submittals initially accepted by Engineer in accordance with the General Conditions. Engineer will record Engineer's time for reviewing submittals of Shop Drawings, Samples, and other submittals and items requiring approval or acceptance, beyond the quantity of first-time submittals indicated in

the Schedule of Submittals initially accepted by Engineer, and Contractor shall reimburse Department for Engineer's charges for such time.

3. In the event that Contractor requests a substitution for a previously approved item, Contractor shall reimburse Department for Engineer's charges for such time unless the need for such substitution is beyond the control of Contractor.
4. Department may impose set-offs against Contractor for the costs for which Contractor is to reimburse or compensate Department, in accordance with the General Conditions.

## 1.2 TYPES OF SUBMITTALS

A. Submittal types are classified as follows: 1) Action Submittals, 2) Informational Submittals, 3) Closeout Submittals, and 4) Maintenance Material submittals. Type of each required submittal is designated in the respective Specifications Sections; when type of submittal is not designated in the associated Specification Section, submittal will be classified as follows:

1. Action Submittals include:
  - a. Shop Drawings.
  - b. Product data.
  - c. Delegated design submittals, which include documents prepared, sealed, and signed by a design professional retained by Contractor, Subcontractor, or Supplier for materials and equipment to be incorporated into the completed Work. Delegated design submittals do not include submittals related to temporary construction unless specified otherwise in the related Specifications Section. Delegated design submittals include: design drawings, design data including calculations, specifications, certifications, and other submittals prepared by such design professional.
  - d. Samples.
  - e. Testing plans, procedures, and testing limitations.
2. Informational Submittals include:
  - a. Certificates.
  - b. Design data not sealed and signed by a design professional retained by Contractor, Subcontractor, or Supplier.
  - c. Pre-construction test and evaluation reports, such as reports on pilot testing, subsurface investigations, testing for a potential Hazardous Environmental Condition, and similar reports.
  - d. Supplier instructions, including installation data, and instructions for handling, starting-up, and troubleshooting.
  - e. Source quality control submittals (other than testing plans, procedures, and testing limitations), including results of shop testing.
  - f. Field or Site quality control submittals (other than testing plans, procedures, and testing limitations), including results of operating and acceptability tests at the Site.
  - g. Supplier reports.
  - h. Sustainable design submittals (other than sustainable design closeout documentation).
  - i. Special procedure submittals, including plans for shutdowns and tie-ins and other procedural submittals.
  - j. Qualifications statements.
  - k. Administrative submittals including:
    - 1) Progress Schedules.
    - 2) Schedules of Submittals.



- 3) Schedules of Values.
  - 4) Photographic documentation.
  - 5) Coordination drawings, when submittal of such is required.
  - 6) Copies of permits obtained by Contractor.
  - 7) Field engineering reports, survey data, and similar information.
3. Closeout Submittals include:
    - a. Maintenance contracts.
    - b. Operations and maintenance data.
    - c. Bonds, such as special maintenance bonds and bonds for a specific material, equipment item, or system.
    - d. Warranty documentation.
    - e. Record documentation.
    - f. Sustainable design closeout documentation.
    - g. Software.
    - h. Keying.
  4. Maintenance Material Submittals include:
    - a. Spare parts.
    - b. Extra stock materials.
    - c. Tools.
  5. When type of submittal is not specified and is not included in the list above, request an interpretation from Engineer and Engineer will determine the type of submittal.
- B. Not Included in this Section: Administrative and procedural requirements for following are covered elsewhere in the Contract Documents:
1. Requests for interpretations of the Contract Documents.
  2. Change Orders, Work Change Directives, and Field Orders.
  3. Applications for Payment
  4. Reports, documentation, and permit applications required to be furnished by Contractor to authorities having jurisdiction.
- C. In accordance with Section III, Article 5, the Apparent Low Bidder shall, at a minimum, submit the following with the required five-day submittal package, 5 days following the Notice of Apparent Low Bidder.
1. Health and Safety Plan
    - a. Health and Safety.
    - b. Decontamination of Equipment and Personnel.
    - c. Contingency Measures.
    - d. Community Air Monitoring.
    - e. Odor Control Plan.
  2. Work Plan at minimum shall include:
    - a. Procedures for adequate and safe excavation of soils and materials including a contingency plan detailing procedures and methods to be employed to prevent, contain, and recover spills during the work.
    - b. Description of equipment to be used on site with appropriate safety devices needed to undertake the remediation of the site.
    - c. Identification of the permitted treatment, storage, and disposal facilities (TSDF) proposed to receive liquid or solid wastes to be transported off-site.
    - d. Identification of permits required to conduct the work.
    - e. Worksite layout showing, at a minimum, equipment and material staging areas, trailers, decontamination station, and staging procedures.

- f. Detailed construction drawing(s) of the proposed decontamination station.
- g. Provide a Vibration Control and Monitoring Plan with a map showing locations of vibration monitors.
- h. Procedures for excavating, handling, storing, and placing soils.
- i. Procedures for handling liquid wastes and groundwater.
- j. Provisions for control of fugitive air emissions and dust control.
- k. Other requirements necessary to provide security, staging, sampling, testing, removal, and disposal of wastes.
- l. Procedures for completing any other major aspect of the work including:
  - 1) Sampling and Quality Control Plan, including procedures for quality assurance and quality control.
  - 2) Sequencing of Work, showing, at minimum, the phased sequence of the work including procedures for traffic control around the areas of the site, protection of existing utilities, clearing and grubbing, excavation, grading, backfilling, cleaning of culverts, decommissioning of monitoring wells, and site restoration. Sequencing and phasing procedures shall be written and a shop drawing submitted for approval prior to start of work.
  - 3) Soil Erosion and Sedimentation Control Measures/SWPPP.
  - 4) Transportation Plans
  - 5) Site Security.
  - 6) Miscellaneous Requirements.
  - 7) Health and Safety Plan in accordance with Section 01 35 29 – “Contractor’s Health and Safety Plan” and applicable federal and state guidelines and applicable federal and state law including OSHA and NIOSH regulations. These plans must be prepared and signed by a certified industrial hygienist or certified safety professional experienced in hazardous materials handling procedures. The plans must address both on-site and off-site health and safety practices necessary for proper protection of on-site personnel and the local community. The plan must be acceptable to the Engineer prior to the award of the Contract. The Engineer will review the plan only to determine that it is adequate to protect its personnel. The New York State Department of Health will review the plan only to determine if it provides adequate protection for the local community.
- m. Provide a detailed progress of work schedule and updates according to Section 01 29 73 – “Schedule of Values” for all tasks required to fulfill the Contract.
- n. Provide provisions for personnel decontamination, as well as decontamination and visual inspection of process equipment, and material handling equipment before it leaves the site or moves to other areas of the work site.
- o. Provide provisions for final site restoration, including grading, compaction, and seeding.
- p. Provide procedures to excavate, stage, and properly manage and dispose of contaminated soils, and miscellaneous debris.
- q. Provide procedures for performing work around underground utilities and for cleaning the culvert.
- r. Provide procedures for decommissioning monitoring wells.
- s. Provide procedures for the staging, placement, grading, and compaction of clean backfill to restore the site to the proposed grades and to promote proper site drainage.
- t. Provide procedures for the staging, placement, and grading of topsoil and seeding to the proposed grades and to promote proper site drainage.

- D. Required for Notice of Intent to Award and Notice to Proceed. The Contractor shall submit the following plans for the Work by the time of the Notice to Proceed, following receipt of the Notice to Intent to Award:
1. Bid Breakdown of items reflecting adjusted contract amount as reflected in Section III- Bidding Information and Requirements, Article 12- Bid Breakdown.
  2. Six (6) Executed copies of the contract agreements with original signatures;
  3. Performance Bond and Insurances;
  4. M/WBE waiver form if contract goals are not expected to be met;
  5. Completed NYS Office of State Comptroller Substitute Form W-9;
  6. Service-Disabled Veteran-Owned Business SDVOB Utilization Plan on Form SDVOC 100.
  7. Acceptable 5-day submittal package as described in Paragraph 1.2.C above; and
  8. Authorizing resolution for (Authority to sign Contract on behalf of the firm).
- E. Submittals following Notice to Proceed. Major submittal requirements identified in other sections of the Specifications are listed below, however, this list is not inclusive of all submittals required elsewhere:
1. Final plans, engineered approved plans, as described in Paragraph 1.2.C.
  2. Interim progress schedule, schedule of values, and technical submittals detailed in the first three months of the progress schedule
  3. All other technical submittals required by the contract in accordance with the approved Submittal Registry and in accordance with General Conditions, Articles 5.24 through 5.30.
  4. All other submittals as required by the Supplementary Specifications applicable to the Work being performed or as requested by the Engineer.

### 1.3 REQUIREMENTS FOR SCHEDULE OF SUBMITTALS

- A. Informational Submittals: Submit the following:
1. Schedule of Submittals:
    - a. Timing:
      - 1) Furnish submittal within time frames indicated in the Contract Documents.
      - 2) Submit updated Schedule of Submittals with each submittal of the updated Progress Schedule.
    - b. Content: In accordance with the General Conditions, as may be modified by the Supplementary Conditions, and this Section. Requirements for content of preliminary Schedule of Submittals and subsequent submittals of the Schedule of Submittals are identical. Identify on Schedule of Submittals all submittals required in the Contract Documents. Updates of Schedule of Submittals shall show scheduled dates and actual dates for completed tasks. Indicate submittals that are on the Project's critical path. Indicate the following for each submittal:
      - 1) Date by which submittal will be received by Engineer.
      - 2) Whether submittal will be for a substitution or "or-equal". Procedures for requesting approval of substitutes and "or-equals" are specified in the General Conditions, Section 01 25 00 – "Substitution Procedures", and Section 01 62 00 – "Product Options" (for "or-equals").
      - 3) Date by which Engineer's response is required. Not less than 14 days shall be allowed for Engineer's review, starting upon Engineer's actual receipt of each submittal. Allow increased time for large or complex submittals.

- 4) For submittals for materials or equipment, date by which material or equipment must be at the Site to avoid delaying the Work and to avoid delaying the work of other contractors, if any.
- c. Prepare Schedule of Submittals using same software, and in same format, specified for Progress Schedules in Section 01 32 16 – “Progress Schedule”.
- d. Coordinate Schedule of Submittals with the Progress Schedule.
- e. Schedule of Submittals that is not compatible with the Progress Schedule, or that does not indicate submittals on the Project’s critical path, or that places extraordinary demands on Engineer for time and resources, is unacceptable. Do not include submittals not required by the Contract Documents.
- f. In preparing Schedule of Submittals:
  - 1) Considering the nature and complexity of each submittal, allow sufficient time for review and revision.
  - 2) Reasonable time shall be allowed for: Engineer’s review and processing of submittals, for submittals to be revised and resubmitted, and for returning submittals to Contractor.
  - 3) Identify and accordingly schedule submittals that are expected to have long anticipated review times.

#### 1.4 PROCEDURE FOR SUBMITTALS

- A. Submittal Identification System: Use the following submittal identification system, consisting of submittal number and review cycle number.
1. Submittal Number: Shall be separate and unique number correlating to each individual submittal required. Assign submittal numbers as follows:
    - a. First part of submittal number shall be the applicable Specifications Section number, followed by a hyphen.
    - b. Second part of submittal number shall be a three-digit number (sequentially numbered from 001 through 999) assigned to each separate and unique submittal furnished under the associated Specifications Section.
    - c. Typical submittal number for the third submittal furnished for Section 40 05 19 – “Ductile Iron Process Pipe”, would be “40 05 19-003”.
  2. Review Cycle Number: Shall be a number indicating the initial submittal or re-submittal associated with each submittal number:
    - a. “01” = Initial (first) submittal.
    - b. “02” = Second submittal (e.g., first re-submittal).
    - c. “03” = Third submittal (e.g., second re-submittal).
  3. Examples:

Example Description	Submittal Identification	
	Submittal No.	Review Cycle
Initial (first) review cycle of the third submittal provided under Section 40 05 19 – “Ductile Iron Process Pipe”	40 05 19-003-	01
Second review cycle (first re-submittal) of third submittal provided under Section 40 05 19 – “Ductile Iron Process Pipe”	40 05 19-003-	02

- B. Letter of Transmittal for Submittals:
1. Furnish separate letter of transmittal with each submittal. Each submittal shall be for one Specifications Section.
  2. At beginning of each letter of transmittal, include a reference heading indicating: Contractor's name, Department's name, Project name, Contract designation, transmittal number, and submittal number.
  3. For submittals with proposed deviations from requirements of the Contract Documents, letter of transmittal shall specifically describe each proposed variation.
- C. Contractor's Review and Stamp:
1. Contractor's Review: Before transmitting submittals to Engineer, review submittals to:
    - a. ensure proper coordination of the Work;
    - b. determine that each submittal is in accordance with Contractor's desires;
    - c. verify that submittal contains sufficient information for Engineer to determine compliance with the Contract Documents.
  2. Incomplete or inadequate submittals will be returned without review.
  3. Contractor's Stamp and Signature:
    - a. Each submittal furnished shall bear Contractor's stamp of approval and signature, as evidence that submittal has been reviewed by Contractor and verified as complete and in accordance with the Contract Documents.
    - b. Submittals without Contractor's stamp and signature will be returned without review. Signatures that appear to be computer-generated will be regarded as unsigned and the associated submittal will be returned without review.
    - c. Contractor's stamp shall contain the following:

“Project Name: \_\_\_\_\_

Contractor’s Name: \_\_\_\_\_

Contract Designation: \_\_\_\_\_

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

----- *Reference* -----

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

Specifications:

Section: \_\_\_\_\_

Page No.: \_\_\_\_\_

Paragraph No.: \_\_\_\_\_

Drawing No.: \_\_\_\_\_ of \_\_\_\_\_

Location of Work: \_\_\_\_\_

Submittal No. and Review Cycle: \_\_\_\_\_

Coordinated by Contractor with Submittal Nos.: \_\_\_\_\_

I hereby certify that the Contractor has satisfied Contractor’s obligations under the Contract Documents relative to Contractor’s review and approval of this submittal.

Approved for Contractor by: \_\_\_\_\_”

D. Submittal Marking and Organization:

1. Mark on each page of submittal and each individual component submitted with submittal number and applicable Specifications paragraph. Mark each page of each submittal with the submittal page number.
2. Arrange submittal information in same order as requirements are written in the associated Specifications Section.
3. Each Shop Drawing sheet shall have title block with complete identifying information satisfactory to Engineer.
4. Package together submittals for the same Specifications Section. Do not furnish required information piecemeal.

E. Format of Submittal and Recipients:

1. Action Submittals and Informational Submittals: Furnish in accordance with Table 01 33 00-A, except that submittals of Samples shall be as specified elsewhere in this Section:

**TABLE 01 33 00-A: SUBMITTAL CONTACTS  
AND REQUIRED FORMAT**

	<b>Address for Deliveries</b>	<b>Contact Person</b>	<b>E-mail Address</b>	<b>Format*</b>	<b>No. of Printed Copies</b>
a.	Engineer: (TBD)	(TBD)	(TBD)	E	Zero
b.	Resident Project Representative: At the Site.	(TBD)	(TBD)	E & P	One
* <b>Format:</b> E = Electronic files; P = Printed copies. TBD = To Be Determined					

2. Samples:
  - a. Securely label or tag Samples with submittal identification number. Label or tag shall include clear space at least four inches by four inches in size for affixing Engineer's review stamp. Label or tag shall not cover, conceal, or alter appearance or features of Sample. Label or tag shall not be separated from the Sample.
  - b. Submit quantity of Samples required in Specifications. If quantity of Samples is not indicated in the associated Specifications Section, furnish not less than two identical Samples of each item required for Engineer's approval. Samples will not be returned to Contractor. If Contractor requires Sample(s) for Contractor's use, so advise Engineer in writing and furnish additional Sample(s). Contractor is responsible for furnishing, shipping, and transporting additional Samples.
  - c. Deliver one Sample to Engineer's field office at the Site. Deliver balance of Samples to Engineer at address indicated in Table 01 33 00-A, unless otherwise directed by Engineer.
3. Closeout Submittals:
  - a. Furnish the following Closeout Submittals in accordance with Table 01 33 00-A: maintenance contracts; bonds for specific materials, equipment, or systems; warranty documentation; and sustainable design closeout documentation. On documents such as maintenance contracts and bonds, include on each document furnished original ("wet") signature of entity issuing said document. When original "wet" signatures are required, furnish such submittals in printed form and electronic form to Engineer, and to other entities furnish as indicated in Table 01 33 00-A.
  - b. Record Documentation: Submit in accordance with Section 01 78 39 – "Project Record Documentation".
  - c. Software: Submit number of copies required in Specifications Section where the software is specified. If number of copies is not specified, provide two copies on compact disc in addition to software loaded on Owner's computer(s) or microprocessor(s).
4. Maintenance Material Submittals: For spare parts, extra stock materials, and tools, furnish quantity of items specified in associated Specifications Section.

F. Electronic Submittals:

1. Format: Electronic files shall be in "portable document format" (.PDF). Files shall be electronically searchable.
2. Organization and Content:
  - a. Each electronic submittal shall be one file; do not divide individual submittals into multiple files each.

- b. When submittal is large or contains multiple parts, furnish PDF file with bookmark for each section of submittal.
    - c. Content shall be identical to printed submittal. First page of electronic submittal shall be Contractor's letter of transmittal.
  3. Quality and Legibility: Electronic submittal files shall be made from the original and shall be clear and legible. Do not submit scans of faxed copies. Electronic file shall be full size of original, printed documents. Properly orient all pages for reading on a computer screen.
  4. Provide sufficient Internet service and e-mail capability for Contractor's use in transferring electronic submittals, receiving responses to electronic submittals, and associated electronic correspondence. Check not less than once per day for distribution of electronic submittals, electronic responses to submittal, and electronic correspondence related to submittals.
  5. Submitting Electronic Files:
    - a. Transmit electronic files in accordance with Section 01 31 26 – "Electronic Communication Protocols".
- G. Distribution:
  1. Distribution of Engineer's Response via Electronic Files: Upon completion of Engineer's review, electronic submittal response will be distributed by Engineer to
    - a. Contractor.
    - b. Other prime contractors.
    - c. Department.
    - d. Resident Project Representative (RPR).
    - e. Engineer's file.
- H. Resubmittals: Refer to the General Conditions for requirements regarding resubmitting required submittals.
- I. Contractor shall furnish required submittals with complete information and accuracy in order to achieve required approval of an item within two submittals. All costs to Engineer involved with subsequent submittals of Shop Drawings, Samples or other items requiring approval, will be back-charged to Contractor, at the rate equal to the Engineer's charges to the Department under the terms of the Engineer's agreement with the Department. In the event Contractor fails to pay such costs within 30 days after receipt of an invoice from Department, funds will be withheld from payment requests and at the completion of Work, a Change Order or proposed Change Order will be issued incorporating the unpaid amount, and Department will be entitled to an appropriate decrease in Contract price. In the event that Contractor requests a substitution for a previously approved item, all of Engineer's costs in the reviewing and approval of the substitution will be back-charged to Contractor unless the need for such substitution is beyond the control of Contractor.
- J. Shop Drawings shall be submitted well in advance of the need for the material or equipment for construction and with ample allowance for the time required to make delivery of material or equipment after data covering such is approved. Contractor shall assume the risk for all materials or equipment which are fabricated or delivered prior to the approval of Shop Drawings. Materials or equipment will not be included in periodic progress payments until approval thereof has been obtained in the specified manner.
- K. Engineer will review and approve or disapprove Shop Drawings and samples within 14 days of receipt from Contractor. The engineer will process all submittals promptly, but a reasonable



time should be allowed for this, for the Shop Drawings being revised and resubmitted, and for time required to return the approved Shop Drawings to Contractor.

- L. It is Contractor's responsibility to review submittals made by his suppliers and Subcontractors before transmitting them to Engineer to assure proper coordination of the Work and to determine that each submittal is in accordance with his desires and that there is sufficient information about materials and equipment for Engineer to determine compliance with the Contract Documents. Incomplete or inadequate submittals will be returned for revision without review.
- M. Any related Work performed or equipment installed without an "Approved" or "Approved as Noted" Shop Drawing will be at the sole responsibility of the Contractor.

#### 1.5 ENGINEER'S REVIEW

- A. Timing: Engineer's review will conform with timing indicated in the Schedule of Submittals accepted by Engineer.
- B. Submittals not required by the Contract Documents will not be reviewed by Engineer and will not be recorded in Engineer's submittal log. All printed copies of such submittals will be returned to Contractor. Electronic copies of such submittals, if any, will not be retained by Engineer.
- C. Action Submittals, Results of Engineer's Review: Each submittal will be given one of the following dispositions by Engineer:
  - 1. Approved: Upon return of submittal marked "Approved", order, ship, or fabricate materials and equipment included in the submittal (pending Engineer's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents.
  - 2. Approved as Corrected: Upon return of submittal marked "Approved as Corrected", order, ship, or fabricate materials and equipment included in the submittal (pending Engineer's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, and in accordance with the corrections indicated in the Engineer's submittal response.
  - 3. Approved as Corrected – Resubmit: Upon return of submittal marked "Approved as Corrected – Resubmit", order, ship, or fabricate materials and equipment included in the submittal (pending Engineer's approval or acceptance, as applicable, of source quality control submittals) or otherwise proceed with the Work in accordance with the submittal and the Contract Documents, and in accordance with corrections indicated in Engineer's submittal response. Furnish to Engineer record re-submittal with all corrections made. Receipt of corrected re-submittal is required before materials or equipment covered in the submittal will be eligible for payment.
  - 4. Revise and Resubmit: Upon return of submittal marked "Revise and Resubmit", make the corrections indicated and re-submit to Engineer for approval.
  - 5. Not Approved: This disposition indicates material or equipment that cannot be approved. "Not Approved" disposition may also be applied to submittals that are incomplete. Upon return of submittal marked "Not Approved", repeat initial submittal procedure utilizing approvable material or equipment, with a complete submittal clearly indicating all information required.

- D. Informational Submittals, Results of Engineer's Review:
  - 1. Each submittal will be given one of the following dispositions:
    - a. Accepted: Information included in submittal complies with the applicable requirements of the Contract Documents and is acceptable. No further action by Contractor is required relative to this submittal, and the Work covered by the submittal may proceed, and materials and equipment with submittals with this disposition may be shipped or operated, as applicable.
    - b. Not Accepted: Submittal does not indicate compliance with applicable requirements of the Contract Documents and is not acceptable. Revise submittal and re-submit to indicate acceptability and compliance with the Contract Documents.
  
- E. Closeout Submittals, Results of Engineer's Review: Dispositions and meanings are the same as specified for Informational Submittals. When acceptable, Closeout Submittals will not receive a written response from Engineer. Disposition as "accepted" will be recorded in Engineer's submittal log. When Closeout Submittal is not acceptable, Engineer will provide written response to Contractor.
  
- F. Maintenance Material Submittals, Results of Engineer's Review: Dispositions and meanings are the same as specified for Informational Submittals. When acceptable, Maintenance Material Submittals will not receive a written response from Engineer. Disposition as "accepted" will be recorded in Engineer's submittal log. When Maintenance Material Submittal is not acceptable, Engineer will provide written response to Contractor, and Contractor is responsible for costs associated with transporting and handling of maintenance materials until compliance with the Contract Documents is achieved.

PART 2 - PART 2 – PRODUCTS – NOT USED

PART 3 - PART 3 – EXECUTION – NOT USED

\* END OF SECTION 01 33 00 \*

## SECTION 01 35 29 - CONTRACTOR'S HEALTH AND SAFETY PLAN

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. Contractor shall prepare and maintain a written, Site-specific, health and safety plan (SSHASP), and conduct all construction activities in safe manner that avoids:
  - a. injuries to employees, Subcontractors, and other persons with an interest at or near the Site;
  - b. employee exposures to health hazards above occupational limits established by Laws or Regulations, American Conference of Governmental Industrial Hygienists (ACGIH), and Nuclear Regulatory Commission (NRC), as applicable;
  - c. exposure of the public and Department's employees to air contaminants above levels established for public exposure by the USEPA, NRC, and by other authorities having jurisdiction at the Site;
  - d. significant increases in concentrations of contaminants in soil, water, or sediment near the Site; or
  - e. violations of OSHA Regulations, or other Laws or Regulations.
2. The Contractor is solely responsible and liable for the health and safety of all on-site personnel and any off-site community potentially impacted by the remediation.
3. This section describes the minimum health and safety requirements for this project including the requirements for the development of a written SSHASP. All on-site workers must comply with the requirements of the SSHASP. The Contractor's SSHASP must comply with all applicable federal and state regulations protecting human health and the environment from the hazards posed by activities during this site remediation. The SSHASP is a required deliverable for this project. The SSHASP will be reviewed by the Engineer. The Contractor will resubmit the SSHASP, addressing all review comments from the Engineer. The Contractor shall not initiate on-site work in contaminated areas until an acceptable SSHASP addressing all comments has been developed.
4. Consistent disregard for the provision of these health and safety specifications shall be deemed just and sufficient cause for immediate stoppage of work and/or termination of the Contract or any Subcontract without compromise or prejudice to the rights of the Department or the Engineer.
5. The safety and health of the public and project personnel and the protection of the environment will take precedence over cost and schedule considerations for all project work. Any additional costs will be considered only after the cause for suspension of operations is addressed and work is resumed. The Engineer's on-site representative and the Contractor's Superintendent will be kept apprised, by the Safety Officer, of conditions which may adversely affect the safety and health of project personnel and the community. The Engineer may stop work for health and safety reasons. If work is suspended for health and/or safety reasons, it shall not resume until approval is obtained from the Engineer. The cost of work stoppage due to health and safety is the responsibility of the Contractor under this Contract.

## B. Related Sections:

1. Section 01 35 43.13 – “Environmental Procedures for Hazardous Materials”.

## 1.2 QUALITY ASSURANCE

### A. Qualifications:

1. Preparer of SSHASP:
  - a. Engage a Certified Industrial Hygienist (CIH), accredited by the American Board of Industrial Hygiene, or Certified Safety Professional certified by the Board of Certified Safety Professionals, to prepare or supervise preparation of SSHASP. The CIH must have a minimum of two years of experience in hazardous waste site remediations or related industries and have a working knowledge of federal and state occupational health and safety regulations.
  - b. SSHASP preparer shall be thoroughly familiar with: (i) Laws and Regulations and industry standards of safety and protection relating to health and safety pertaining to the Work; (ii) the requirements of the Contract Documents relative to health, safety, and protection; (iii) health and safety hazards associated with the Work and appropriate protections therefor; and (iv) Contractor's and Department's safety programs.
  - c. SSHASP preparer shall have previously prepared site-specific health and safety plans for not less than five construction projects similar in nature, scope, and complexity to the Work.
  - d. Submit preparer's qualifications with SSHASP.
2. Safety Officer:
  - a. The designated Safety Officer (SO) must have, at a minimum, two years of experience in the remediation of hazardous waste sites or related field experience. The SO must have formal training in health and safety and be conversant with federal and state regulations governing occupational health and safety. The SO must be certified in CPR and first aid and have experience and training in the implementation of personal protection and air monitoring programs. The SO must have "hands-on" experience with the operation and maintenance of real-time air monitoring equipment. The SO must be thoroughly knowledgeable of the operation and maintenance of air-purifying respirators (APR) and supplied-air respirators (SAR) including SCBA and airline respirators.
3. Health and Safety Technicians:
  - a. The Health and Safety Technician (HST) must have one year of hazardous waste site or related experience and be knowledgeable of applicable occupational health and safety regulations. The HST must be certified in CPR and first aid. The HST will be under direct supervision of the SO during on-site work. The HST must be familiar with the operations, maintenance and calibration of monitoring equipment used in this remediation. An HST will be assigned to each work crew or task in potentially hazardous areas.

### B. Regulatory Requirements: Laws and Regulations applying to the Work under this Section include, but are not limited to:

1. 29 CFR 1904 (OSHA), Recording and Reporting Occupational Injuries and Illnesses.
2. 29 CFR 1910 (OSHA), Occupational Safety and Health Standards.
3. 29 CFR 1926 (OSHA), Safety and Health Regulations for Construction.
4. 49 CFR 171.8, Transportation, Definitions and Abbreviations.
5. 40 CFR 261.3, 264, and 265, Resource Conservation and Recovery Act (RCRA).

## 1.3 SUBMITTALS

### A. Informational Submittals: Submit the following:

1. Contractor's SSHASP, in accordance with this Section. Submit within times indicated in Article 1.4 of this Section.
2. Job safety analyses (JSA) submittals for each action required for the Work that is not covered in Contractor's SSHASP.
3. Reports:
  - a. Health and safety reports.
  - b. Accident reports.
4. Qualifications Statements:
  - a. Qualifications for SSHASP preparer, including copy of valid, applicable certifications.

#### 1.4 SSHASP AND JSA SUBMITTALS

##### A. Timing of Submittals:

1. Submit SSHASP the sooner of: seven days prior to pre-construction conference, or 30 days prior to Contractor's scheduled mobilization at the Site.
2. Do not perform Work at the Site until written SSHASP has been accepted by Engineer.
3. When an element of the Work or work activity is not covered by the SSHASP, prepare and submit a JSA and obtain Engineer's acceptance of JSA before performing the work activity or activities covered by such JSA.
4. Delays in the Work Associated with Submittal or Review of SSHASP and JSAs:
  - a. Notwithstanding other provisions of the Contract Documents, changes in the Contract Price or Contract Times will not be authorized due to delay by Contractor in developing, submitting, revising, or obtaining acceptance of the SSHASP.

##### B. Limitations of Engineer's Review of SSHASP and JSAs:

1. Engineer's review and acceptance of SSHASP and JSAs (if any) will be only to determine if the topics covered in SSHASP comply with the Contract Documents and specific requirements of safety documents referenced therein (such as Department's safety programs, if any).
2. Engineer's review and acceptance will not extend to safety measures, means, methods, techniques, procedures of construction, or whether representations made in the SSHASP and JSAs (if any) comply with Laws and Regulations, or standards of good practice.
3. Contractor's responsibility for safety and protection at the Site shall be as indicated in the Contract Documents. Nothing associated with Engineer's review or acceptance of SSHASP or JSAs will create or imply any obligation by Engineer to oversee or become, in any way, responsible for Contractor's safety obligations under the Contract Documents.

#### 1.5 CONTRACTOR'S HEALTH AND SAFETY PROGRAM

##### A. General:

1. Known prior use(s) of the Site are indicated.
2. The Site is classified as an inactive hazardous waste site. Presence of Constituents of Concern (if any), where known to Department and Engineer, are indicated in the reports and drawings (if any) of such Hazardous Environmental Conditions listed in the Supplementary Conditions and/or Limited Site Data.

3. Each employer working at the Site shall develop and implement a written SSHASP for their employees and other individuals for whom such employer is responsible.
4. When applicable (including when the Site includes one or more Hazardous Environmental Conditions), SSHASP shall comply with 29 CFR 1904, 29 CFR 1910, 29 CFR 1926, and other Laws and Regulations.
5. Include in the SSHASP requirements for complying with Department's Site-specific hazard/emergency response plans, if any. During the Project, comply with Department's hazard/emergency response plans.
6. The SSHASP is a deliverable product of this project. The Engineer will review and comment on the Contractor's SSHASP. Agreed upon responses to all comments will be incorporated into the final copy of the SSHASP. The SSHASP shall govern all work performed for this contract. The SSHASP shall address, at a minimum, the items in accordance with 29 CFR 1910.120(I)(2).

B. Location:

1. Retain at the Site a copy of complete SSHASP, JSAs (if any), and related information.
2. Retain copy of SSHASP, JSAs (if any), and related information at Contractor's project office.
3. Throughout the Project, update as necessary all copies of SSHASP, JSAs, and related information.
4. Copies of SSHASP, JSAs, and other related information shall be made available to Contractor's employees, Subcontractors, Suppliers, Department, and Engineer immediately upon request.

C. SSHASP Content: SSHASP shall address and include the following:

1. Address safety and health hazards of each phase of operations at the Site and shall include requirements and procedures for employee protection.
2. Contractor's organizational structure and other information required by Paragraph 1.5.D of this Section.
3. Comprehensive work plan.
4. Job safety and health risk or hazard analysis for each task and operation found in the work plan.
5. Employee training assignments including copies of OSHA 40-hour, 24-hour supervised field activities, eight-hour supervisors, and eight-hour refresher training certificates for each Contractor and Subcontractor employee assigned to the Project.
6. Personal protective equipment (PPE) to be used by employees for each task and activity performed. Include respirator fit test certificates for Contractor and Subcontractor employees assigned to the Project.
7. Medical Surveillance Requirements: Medical clearance certificates for all Contractor and Subcontractor employees assigned to the Project. The physical examination shall also include but not be limited to the following minimum requirements:
  - a. Complete blood profile;
  - b. Blood chemistry to include: chloride, CO<sub>2</sub>, potassium, sodium, BUN, glucose, globulin, total protein, albumin, calcium, cholesterol, alkaline phosphatase, triglycerides, uric acid, creatinine, total bilirubin, phosphorous, lactic dehydrogenase, SGPT, SGOT;
  - c. Urine analysis;
  - d. "Hands on" physical examination to include a complete evaluation of all organ systems including any follow-up appointments deemed necessary in the clinical judgement of the examining physician to monitor any chronic conditions or abnormalities;

- e. Electrocardiogram; (if recommended by examining physician in accordance with good medical practice)
  - f. Chest X-ray (if recommended by examining physician in accordance with good medical practice);
  - g. Pulmonary function;
  - h. Audiometry - To be performed by a certified technician, audiologist, or physician. The range of 500 to 8,000 hertz should be assessed.
  - i. Vision screening - Use a battery (TITMUS) instrument to screen the individual's ability to see test targets well at 13 to 16 inches and at 20 feet. Tests should include an assessment of muscle balance, eye coordination, depth perception, peripheral vision, and color discrimination. Tonometry may be required if recommended by examining physician in accordance with good medical practice.
  - j. Tetanus booster shot (if no inoculation has been received within the last five years); and
  - k. Complete medical history.
8. Frequency and types of air monitoring, personnel monitoring, and environmental sampling techniques and instrumentation to be used, including methods of maintenance and calibration of monitoring and sampling equipment.
9. Site control measures, including procedures for:
- a. preventing trespassing;
  - b. preventing unqualified or unprotected workers from entering restricted areas;
  - c. preventing "tracking" of contaminants out of the Site;
  - d. maintaining log of employees at the Site and visitors to the Site;
  - e. communicating routes of escape and gathering points.
  - f. ensuring safe handling of Constituents of Concern during the Work, including excavating, handling, loading, and transporting activities. Include procedures for ensuring safety when working in or proximity to Hazardous Environmental Conditions,
  - g. delineating "hot" (e.g., contaminated), "cold", and support zones;
  - h. locating personnel and equipment decontamination zones; and
  - i. decontamination.
  - j. first aid facilities including fully equipped first aid station and routine replenishment of supplies.
  - k. sanitary facilities including potable drinking water, washing facilities and portable toilets.
  - l. The Contractor shall be responsible for maintaining a log of security incidents and visitor access granted.
  - m. The Contractor shall require all personnel having access to the project site to sign-in and sign-out and shall keep a record of all site access.
  - n. All approved visitors to the site shall be briefed by the SO on safety and security, provided with temporary identification and safety equipment, and escorted throughout their visit.
  - o. Site visitors shall not be permitted to enter the hazardous work zone unless approved by the Department.
  - p. Project sites shall be posted, "Warning Hazardous Work Area, Do Not Enter Unless Authorized," and access restricted by the use of a snow fence or equal at a minimum. Warning signs shall be posted at a minimum of every 500 feet.
10. Plan for safe and effective responses to emergencies, including necessary PPE and other equipment.
11. Community Protection Plan consisting of the following:
- a. Develop, as part of this SSHASP, a Community Protection Plan (CPP). The CPP shall outline those steps to be implemented to protect the health and safety of surrounding

human population and the environment and shall follow the requirements in New York State Department of Environmental Remediation (NYSDEC) DER-10 Technical Guidance for Site Investigation and Remediation, Appendix 1A.

- b. Air Monitoring consisting of the following:
  - 1) As part of the Air Monitoring Program, use real-time monitoring and documentation sampling as described in the Subpart "Air Monitoring Program" of this section to determine if off-site emission, as a result of site work, poses a threat to the surrounding community.
  - 2) Provide real-time air monitoring for volatile compounds and particulate levels as the perimeter of the work area as necessary. Include the following:
    - a) Volatile organic compounds must be monitored at the downwind perimeter of the work area on a continuous basis. If total organic vapor levels exceed 5 ppm above background, work activities shall be halted and monitoring continued under the provisions of a Vapor Emission Response Plan. All readings shall be recorded and be available for State (DEC & DOH) personnel to review.
    - b) Particulates shall be continuously monitored at the 4 documentation sampling stations for a total of 4 dust monitors. If the downwind particulate level is 150 ug/m<sup>3</sup> greater than the upwind particulate level, dust suppression techniques shall be employed. All readings shall be recorded and be available for State (DEC & DOH) personnel to review.
    - c) Air monitoring results shall be submitted weekly to the State (DEC & DOH).
- c. Vapor Emission Response Plan consisting of the following:
  - 1) If the ambient air concentration of organic vapors exceed 5 ppm above background at the perimeter of the work area, activities shall be halted and monitoring continued. If the organic vapor level decreases below 5 ppm above background, work activities may resume. If the organic vapor levels are greater than 5 ppm over background but less than 225 ppm over background at the perimeter of the work area, activities may resume provided the organic vapor level 200 feet downwind of the work area or half the distance to the nearest residential or commercial structure, whichever is less, is below 5 ppm over background.
  - 2) If the organic vapor level is above 25 ppm at the perimeter of the work area, activities shall be shutdown. When work shutdown occurs, downwind air monitoring as directed by the SO shall be implemented to ensure that vapor emission does not impact the nearest residential or commercial structure at levels exceeding those specified in the Major Vapor Emission section.
- d. Major Vapor Emission consisting of the following:
  - 1) If any organic levels greater than 5 ppm over background are identified 200 feet downwind from the work area or half the distance to the nearest residential or commercial property, whichever is less, all work activities shall be halted.
  - 2) If, following the cessation of the work activities, or as the result of an emergency, organic levels persist above 5 ppm above background 200 feet downwind or half the distance to the nearest residential or commercial property from the work area, the air quality shall be monitored within 20 feet of the perimeter of the nearest residential or commercial structure (20 Foot Zone).
  - 3) If efforts to abate the emission source are unsuccessful and if organic vapor levels are approaching 5 ppm above background and persist for more than 30 minutes in the 20 Foot Zone, the Major Vapor Emission Response Plan shall automatically be placed into effect.



- 4) However, the Major Vapor Emission Response Plan shall be immediately placed into effect if organic vapor levels are greater than 10 ppm above background levels.
- e. Major Vapor Emission Response Plan consisting of the following:
  - 1) Upon activation, the following shall be undertaken:
    - a) All Emergency Response Contracts as listed in the Subpart titled "Emergency Response and Contingency Plan" paragraph titled "Telephone List."
    - b) The local police authorities shall immediately be contacted by the SO and advised of the situation. Coordinate with local officials to arrange for notification and evacuation of the surrounding community.
    - c) Frequent air monitoring shall be conducted at 30 minutes intervals within the 20 Foot Zone. If two successive readings below action levels are measured, air monitoring may be halted or modified by the SO.
  - 2) The Air Monitoring Program shall include real-time air monitoring and shall be conducted at the perimeter of the site. Particulates should be continuously monitored upwind, downwind and within the Exclusion Zone at temporary particulate monitoring stations. If the downwind particulate level is more than 2.5 times greater than the upwind particulate level and greater than 150 ug/m<sup>3</sup>, then dust suppression techniques shall be employed. This is a general action level. A site-specific action level shall be developed based on available analytical data. All readings shall be recorded and be available for Engineer, Department, and NYSDOH personnel to review.
  - 3) Coordinate with local officials to arrange for notification and evacuation of the surrounding community in the event that off-site emissions pose a threat.
- f. Odor control consisting of the following:
  - 1) Foam active work areas to reduce odors if odor complaints are received from nearby residences during site activities. Odor masking agents or other odor control methods may be used subject to Engineer's review. Continue odor suppression during each day that odor complaints are received.
- g. Off-Site Spill Response consisting of the following:
  - 1) Produce as part of the SSHASP a Spill Response Plan, also coordinated with local officials, in case of an off-site spill of either liquid or solid wastes. The plan shall include transportation routes and times, as well as the minimum requirements set forth in the Subpart titled "On-Site Spill Containment Plan." The driver shall be supplied with Material Safety Data Sheets (MSDSs), a 24-hour emergency phone number, and instructions for reporting emergencies to local agencies and the project site.
12. Spill containment program.
13. Requirements for complying with Section 01 35 43.13 – "Environmental Procedures for Hazardous Materials".

D. CONTRACTOR's Organizational Structure:

1. Organizational structure portion of the SSHASP shall refer to or incorporate information on specific chain of command and specify the overall responsibilities of supervisors and employees, and shall include the following:
  - a. Name and contact information for Contractor's "competent person(s)" for various work-related activities.
  - b. Name and contact information for Contractor's safety representative.
  - c. Designation of general supervisor who has responsibility and authority to direct operations involving handling of Constituents of Concern and work in or near Hazardous Environmental Conditions.

- d. Other personnel required for operations involving Constituents of Concern and Hazardous Environmental Conditions and emergency response, and general functions and responsibilities of each.
- e. Lines of authority, responsibility, and communication.
2. Review and update organizational structure as necessary to reflect current status of work activities on the Project and status of personnel.

E. Work Plan:

1. Comprehensive work plan portion of SSHASP shall refer to or incorporate information on the following:
  - a. Tasks and objectives of work activities, onsite operations, and logistics and resources necessary to achieve such tasks and objectives.
  - b. Anticipated activities and Contractor's normal operating procedures.
  - c. Personnel and equipment requirements for implementing the work plan.

## 1.6 ACCIDENT REPORTING AND INVESTIGATION

- A. Comply with 29 CFR 1904.29, including using OSHA Forms 300, 300A, and 301 (or equivalent) to document all accidents that result in bodily injury.
- B. Accident Report Submittals:
  1. Submit copies of completed accident reports to Department and Engineer within 24 hours of the accident.
  2. By the tenth day of each month, submit monthly summary of accident reports from the prior month. Monthly summary report shall indicate for each accident the root cause and descriptions of corrective actions to reduce the probability of similar accidents.
  3. Submit to Department and Engineer a copy of all accident and health or safety hazard reports received from OSHA or other authority having jurisdiction within 24 hours of Contractor's receipt.
- C. Based upon results of accident investigation, modify the SSHASP as required by changing tasks or procedures to prevent reoccurrence of accident.
- D. Post current copy of Contractor's OSHA 300A report, Summary of Work-related Injuries and Illnesses, at conspicuous place at the Site during period of February 1 through April 30 of each year.

## 1.7 DAILY HEALTH AND SAFETY FIELD REPORTS

- A. Submit to Department and Engineer daily health and safety field reports.
- B. Content of Contractor's Daily Health and Safety Field Reports: Reports shall include, but not necessarily be limited to, the following:
  1. Weather conditions.
  2. Delays encountered in construction
  3. Acknowledgment of deficiencies noted along with corrective actions taken on current and previous deficiencies.
  4. Daily health and safety air monitoring results (when air monitoring is performed).
  5. Documentation of instrument calibrations performed.
  6. New hazards encountered.

7. PPE utilized.
8. Description of problems, real or anticipated, encountered during the Work that should be brought to attention of Department and Engineer and notification of deviations from planned Work shown in previously submitted daily health and safety field report(s).

## 1.8 STANDARD OPERATING PROCEDURES

- A. The following are Standard Operating Procedures (SOPs) that should be employed as part of the H&S program:
1. During periods of prolonged respirator usage in contaminated areas, respirator filters will be changed upon breakthrough. Respirator filters will always be changed daily.
  2. All respirators will be individually assigned and not interchanged between workers without cleaning and sanitizing.
  3. Contractor, subcontractor and service personnel unable to pass a fit test as a result of facial hair or facial configuration shall not enter or work in an area that requires respiratory protection.
  4. Footwear used on site will be covered by rubber overboots or booties when entering or working in the Exclusion Zone area or Contamination Reduction Zone. Boots or booties will be washed with water and detergents to remove dirt and contaminated sediment before leaving the Exclusion Zone or Contamination Reduction Zone.
  5. The Contractor will ensure that all project personnel shall have vision or corrected vision to at least 20/40 in one eye.
  6. Eating, drinking, chewing gum or tobacco, smoking, etc., will be prohibited in the hazardous work zones and neutral zones.
  7. No alcohol, firearms or drugs (without prescriptions) will be allowed on site at any time.
  8. All personnel who are on medication should report it to the SO who will make a determination whether or not the individual will be allowed to work and in what capacity. The SO may require a letter from the individual's personal physician stating what limitations (if any) the medication may impose on the individual.
  9. The Contractor shall provide all equipment and personnel necessary to monitor and control air emissions. The determination of the proper level of protection for each task and safety equipment shall be the responsibility of the Contractor. These task specific levels of protection shall be stated in the Contractor's SSHASP.
  10. The Contractor shall provide a hygiene facility on site. The hygiene facility shall include the following:
    - a. Adequate lighting and heat;
    - b. Shower facilities for project personnel;
    - c. Laundry facilities for washing work clothes and towels;
    - d. Areas for changing into and out of work clothing. Work clothing should be stored separately from street clothing;
    - e. Clean and "dirty" locker facilities; and
    - f. Storage area for work clothing, etc.
  11. The Contractor shall provide a portable decontamination station, commonly referred to as a "Boot Wash" facility for each hazardous work zone requiring decontamination for project personnel. These facilities shall be constructed to contain spent wash water, contain a reservoir of clean wash water, a power supply to operate a pump for the wash water, a separate entrance and exit to the decontamination platform, with the equipment being mobile, allowing easy transport from one hazardous work zone to the next. All such wash water shall be disposed of at the dewatering facility. An appropriate detergent such as trisodium phosphate shall be used.

12. The Contractor shall provide full decontamination facilities at all hazardous zones. Decontamination facilities must be described in detail in the SSHASP.
13. Contaminated clothing, used respirator cartridges, and other disposable items will be put into drums/containers for transport and proper disposal in accordance with TSCA and RCRA requirements.
14. All equipment and material used in this project shall be thoroughly washed down in accordance with established federal and state procedures before it is removed from the project. With the exception of the excavated materials, all other contaminated debris, clothing, etc. that cannot be decontaminated shall be disposed at the Contractor's expense by a method permitted by appropriate regulatory agencies. The cost for this element of work shall be incorporated in the lump sum bid for mobilization/demobilization, the unit prices bid for disposal of decontamination liquids, or as otherwise directed on this project. All vehicles and equipment used in the "Dirty Area" will be decontaminated to the satisfaction of the SO in the decontamination area on site prior to leaving the project. The Contractor will certify, in writing, that each piece of equipment has been decontaminated prior to removal from the site.
15. The Contractor shall develop, as part of the SSHASP, an air monitoring program (AMP). The purpose of the AMP is to determine that the proper level of personnel protective equipment is used, to document that the level of worker protection is adequate, and to assess the migration of contaminants to off-site receptors as a result of site work.
16. The Contractor shall supply all personnel, equipment, facilities, and supplies to develop and implement the air monitoring program described in this section. Equipment shall include at a minimum real-time aerosol monitors, depending on work activities and environmental conditions.
17. The Contractor's AMP shall include both real-time and documentation air monitoring (personal and area sampling as needed). The purpose of real-time monitoring will be to determine if an upgrade (or downgrade) of PPE is required while performing on-site work and to implement engineering controls, protocols, or emergency procedures if Contractor-established action levels are encountered.
18. The Contractor shall also use documentation monitoring to ensure that adequate PPE is being used and to determine if engineering controls are mitigating the migration of contamination to off-site receptors. Documentation monitoring shall include the collection and analysis of samples for total nuisance dust.
19. Real-time monitoring shall be conducted using the following equipment:
  - a. Organic vapor photoionizers shall be Photovac TIP, total organic vapor analyzer as manufactured by Photovac International, 739B Park Avenue, Huntington, New York 11743 or equal. The CONTRACTOR shall provide one Photovac TIP for each and every hazardous work zone operation.
  - b. Particulate monitoring must be performed using real-time particulate monitors (MiniRam Model MIEPDM-3, or equal) and shall monitor particulate matter in the range of 0-10 microns diameter (PM10) with the following minimum performance standards:

Object to be measured: Dust, Mists, Aerosols

Measurement Ranges: 0.001 to 400 mg/m<sup>3</sup> (1 to 400,000 µg/m<sup>3</sup>)

Precision (2-sigma) at constant temperature: +/- 10 µg/m<sup>3</sup> for one second averaging; +/- 1.5 µg/m<sup>3</sup> for sixty second averaging

Accuracy: +/- 5% of reading +/- precision (Referred to gravimetric calibration with SAE fine test dust (mmd= 2 to 3  $\mu\text{m}$ , g= 2.5, as aerosolized)

Resolution: 0.1% of reading or 1  $\mu\text{g}/\text{m}^3$ , whichever is larger

Particle Size Range of Maximum Response: 0.1-10  $\mu$

Total Number of Data Points in Memory: 10,000

Logged Data: Each Data Point: average concentration, time/date, and data point number Run Summary: overall average, maximum concentrations, time/date of maximum, total number of logged points, start time/date, total elapsed time (run duration), STEL concentration and time/date occurrence, averaging (logging) period, calibration factor, and tag number.

Alarm Averaging Time (user selectable): real-time (1-60 seconds) or STEL (15 minutes)

Operating Time: 48 hours (fully charged NiMH battery); continuously with charger

Operating Temperature: -10 to 50°C (14 to 122°F)

Automatic alarms are suggested.

- c. Particulate levels will be monitored and integrated over a period not to exceed 15 minutes. Consequently, instrumentation shall require necessary averaging hardware to accomplish this task. A monitor such as the personal DataRAM, manufactured by Monitoring Instruments for the Environment, Inc., or equivalent, can be used as a real time particulate screening tool. Although the instrument's design does not allow it to make a sharp differentiation of particulates at the PM10 standard, the instrument could be used in the passive mode without a pump to provide readings in the 0.1 to 10 $\mu$  range in the immediate vicinity of construction activities.
- d. Monitor the air, using the same equipment, for 10-15 minutes upwind of the work site to establish background level. The background level shall be established before the start of each shift every day. In the event that downwind particulates are detected at levels in excess of 150  $\mu\text{g}/\text{m}^3$  or 2.5 times the established background level at the work site, re-measure the background concentrations upwind of the work zone using the same equipment. If the measured particulate level at the work zone is 100  $\mu\text{g}/\text{m}^3$  above background, monitor the downwind site perimeter and implement additional dust controls in the work zone. Continue to take hourly measurements of the upwind background concentrations and compare such concentrations with the particulate level at the work zone, until the downwind level at the work zone is less than 100  $\mu\text{g}/\text{m}^3$  above the upwind level. If at any time the measured particulate level at the work zone is more than 150  $\mu\text{g}/\text{m}^3$  over background concentration, the Contractor shall immediately suspend work at the site, promptly notify the Safety Officer, and implement suitable corrective action or engineering controls before work resumes.
- e. Real-time monitoring will be conducted at any excavation of contaminated soil or sediments. Real-time monitoring will also be conducted at perimeter locations including an upwind (background) and three downwind locations. A background

- reading will be established daily at the beginning of the work shift. If the wind direction changes during the course of the day, a new background reading will be made. Downwind readings at the perimeter will be made when Contractor action levels have been exceeded at the excavation face or at a minimum of twice a day.
- f. If action levels are exceeded at the perimeter location for fugitive dust, work must be suspended and engineering controls must be implemented to bring concentrations back down to acceptable levels.
  - g. Construction activities generate dust which could potentially transport contaminants off site. There may be situations when visible dust is being generated and leaving the site and the monitoring equipment does not measure PM10 at or above the action level. Therefore, if dust is observed leaving the working site, additional dust suppression techniques must be employed by the Contractor.
20. The following master telephone list will be completed and prominently posted at the field office. At minimum, the list will have telephone numbers of all project personnel, emergency services including hospital, fire, police, and utilities. In addition, two copies with telephone numbers are to be given to the DEPARTMENT for emergency reference purposes.

<u>Emergency Service</u>	<u>Telephone Number</u>
Fire Department	911
Police Department	911
Ambulance	911
Hospital/Emergency Care Facility (Strong Memorial Hospital)	(585) 275-4551
Poison Control Center	(800) 336-6997
Chemical Emergency Advice (CHEMTREC)	(800) 424-9300
NYSDEC Central Office	Work Hours (518) 457-7878 After Hours (800) 342-9296 (leave message)
NYSDEC Regional Office	Work Hours (585) 226-5353
Monroe County Dept. of Health	(585) 753-5555
New York State Dept. of Health - Albany	(518) 402-7890
New York State Dept. of Health - Region	(585) 423-8100

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

\* END OF SECTION 01 35 29 \*

## SECTION 01 35 43.13 – ENVIRONMENTAL PROCEDURES FOR HAZARDOUS MATERIALS

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. Contractor shall provide all labor, materials, equipment, tools, and incidentals necessary to comply with environmental procedures for Constituents of Concern.
2. Contractor shall develop, implement, and maintain throughout the Project a hazardous materials management program (HMMP) as part of the SSHASP in accordance with Laws and Regulations.
3. Constituents of Concern Brought to Site by Contractor: Transport, handle, store, label, use, and dispose of in accordance with this Section, other applicable provisions of the Contract Documents, and Laws and Regulations.
4. Constituents of Concern Generated by Contractor:
  - a. Materials containing Constituents of Concern shall be properly handled, stored, labeled, transported and disposed of by Contractor in accordance with Laws and Regulations, and this Section.
  - b. If Contractor will generate or has generated materials containing Constituents of Concern at the Site, obtain a USEPA identification number listing Contractor's name and address of the Site as generator of the Constituents of Concern. Obtain identification number from state environmental agency or similar authority having jurisdiction at the Site. Submit identification number within time frame specified in Article 1.3 of this Section.
  - c. Contractor shall be responsible for identifying, analyzing, profiling, transporting, and disposing of Constituents of Concern generated by Contractor.
5. Fines or civil penalties levied against Department for violations committed at the Site by Contractor, and costs to Department (if any) associated with cleanup of a Hazardous Environmental Condition created by Contractor shall be paid by Contractor. If Contractor has exacerbated a Hazardous Environmental Condition existing at the Site prior to the start of the Work, Contractor shall pay a share of costs associated with fines, civil penalties, and cleanup costs to in proportion equal to the extent of Contractor's responsibility for creating the Hazardous Environmental Condition and fines and civil penalties associated therewith.

## B. Enforcement of Laws and Regulations:

1. Interests of Department are that accidental spills and emissions, Site contamination, and injury of personnel at and near the Site are to be avoided.
2. When Department is aware of suspected violations, Department will notify Contractor, and authorities having jurisdiction if Department reasonably concludes that doing so is required by Laws or Regulations.
3. Responsibilities regarding Laws and Regulations shall be in accordance with the General Conditions, as may be modified by the Supplementary Conditions.

## 1.2 QUALITY ASSURANCE

- A. Regulatory Requirements: Comply with applicable Laws and Regulations.

### 1.3 SUBMITTALS

- A. Informational Submittals: Submit the following to the entity(ies) specified for each:
1. Constituents of Concern (including Chemicals) Proposed for Use at the Site:
    - a. Content:
      - 1) Current (dated within the past two years) material safety data sheets (MSDS) in accordance with 29 CFR 1910.1200 (OSHA Hazard Communication Standard).
      - 2) Manufacturer of material or equipment containing such substance.
      - 3) Supplier (if different than manufacturer).
      - 4) Container size(s) and number of containers proposed to be at the Site.
      - 5) Minimum and maximum volume of material intended to be stored at the Site.
      - 6) Description of process or procedures in which Constituent of Concern will be used at the Site.
    - b. Furnish the information required above in sufficient time to obtain Department's acceptance not later least three days before bringing Constituent of Concern to the Site.
    - c. Submit to Engineer.
  2. Material Containing Constituents of Concern Generated at the Site:
    - a. Submit for each Constituent of Concern generated at the Site identification number, analysis results, and number and size of storage containers at the Site.
    - b. Furnish such information within not less than 48 hours after Contractor's receipt of analytical results.
    - c. Submit to Engineer.
  3. Permits:
    - a. Submit copies of permits for storing, handling, using, transporting, and disposing of materials containing Constituents of Concern, obtained from authorities having jurisdiction.
    - b. Submit to Engineer.
  4. Other Documents required for the HMMP: Submit to Engineer and/or Department's environmental representative the requested documents within 72 hours of Contractor's receipt of such request. HMMP documents may include emergency/spill response plan, communication plan, and other documents.

### 1.4 HAZARDOUS MATERIALS MANAGEMENT

- A. Obtain Engineer's and/or Department's environmental representative's acceptance before bringing to the Site each material containing a Constituent of Concern.
- B. Communication Plan:
1. Contractor shall develop a communication plan relative to materials containing one or more Constituents of Concern.
  2. MSDS Notebooks:
    - a. At minimum, maintain at the Site two notebooks containing: 1) Inventory of materials containing a Constituent of Concern (including all chemicals); and, 2) Current (dated within the past two years) material safety data sheets (MSDS) for all materials being used to accomplish the Work, whether or not defined as a Constituent of Concern.
    - b. Keep one notebook in Contractor's field office at the Site; keep second notebook at location acceptable to Engineer.
    - c. Keep notebooks up-to-date as materials are brought to and removed from the Site.



- C. Emergency/Spill Response Plan: Develop, implement, and maintain an emergency/spill response plan, for each Constituent of Concern or each class/group of material containing a Constituent of Concern, as applicable. At minimum, response plan shall include the following:
1. Description of equipment available at the Site to contain or respond to emergency related to or spill of the material.
  2. Procedures for notifying, and contact information for: authorities having jurisdiction, emergency responders, Department, Engineer, the public as applicable, and other entities as required.
  3. Response coordination procedures between Contractor, Department and others as appropriate.
  4. Site plan showing proposed location of Constituents of Concern storage area and location of spill containment/response equipment, and location of storm water drainage inlets and drainage routes, including storm sewers, ditches and swales, and surface waters.
  5. Description of Constituent of Concern handling and spill response training provided to Contractor's and Subcontractors' employees, in accordance with 29 CFR 1926.21(b) and other Laws and Regulations.
- D. Storage of Materials Containing Constituents of Concern and Storage of Non-Hazardous Materials:
1. Vessels containing materials with a Constituent of Concern shall bear applicable hazard diamond(s).
  2. Container Labeling:
    - a. Properly label each container of consumable materials, whether or not classified as containing a Constituent of Concern.
    - b. Stencil Contractor's name and, as applicable, Subcontractor's name, on each vessel containing a Constituent of Concern and, for non-hazardous materials, on each container over five-gallon capacity. Containers shall bear securely-attached label clearly identifying contents. Label containers that are filled from larger containers.
    - c. If Department becomes aware of unlabeled containers at the Site, Engineer and/or Department's environmental representative will so advise Contractor. Properly label container(s) within one hour of receipt of such notice from Department or remove container from the Site.
  3. To greatest extent possible, store off-Site materials containing a Constituent of Concern until required for use in the Work.
- E. Area for Storing Materials Containing a Constituent of Concern:
1. Maintain designated storage area for materials containing a Constituent of Concern. Storage area shall include secondary containment to prevent release of spilled or leaking substances. Storage area shall include barriers to prevent vehicles from colliding with storage containers and shall include protection from environmental factors such as weather.
  2. Provide signage in accordance with Laws and Regulations, clearly identifying the storage area.
- F. Not less than monthly, Contractor's safety representative shall meet with the Engineer and/or Department's environmental representative to review Contractor's HMMP documents, procedures, and inspect storage areas and the Site in general, to verify compliance with this Section.

PART 2 - PART 2 – PRODUCTS - NOT USED

PART 3 - PART 3 – EXECUTION - NOT USED

\* END OF SECTION 01 35 43.13 \*

## SECTION 01 40 00 – QUALITY REQUIREMENTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section, and Specification Sections including the following:
  - 1. Section 01 35 29 - “Contractor’s Health and Safety Plan”
  - 2. Section 01 33 00 - “Project Submittals and Procedures”
  - 3. Section 01 43 36 - “Sampling”
  - 4. Section 01 50 00 - “Temporary Facilities, Controls, and Decontamination”
  - 5. Section 01 77 00 - “Closeout Procedures”
  - 6. Section 02 21 00 - “Surveys”
  - 7. Section 31 23 00 - “Excavation and Backfill”

## 1.2 SUMMARY

- A. Section includes administrative and procedural requirements for quality assurance and quality control.
- B. Testing and inspecting services are required to verify compliance with requirements specified or indicated. These services do not relieve Contractor of responsibility for compliance with the Contract Document requirements.
  - 1. Specific quality-assurance and -control requirements for individual construction activities are specified in the Sections that specify those activities. Requirements in those Sections may also cover production of standard products.
  - 2. Specified tests, inspections, and related actions do not limit Contractor's other quality-assurance and -control procedures that facilitate compliance with the Contract Document requirements.
  - 3. Requirements for Contractor to provide quality-assurance and -control services required by Engineer or authorities having jurisdiction are not limited by provisions of this Section.
  - 4. Specific test and inspection requirements are not specified in this Section.

## 1.3 DEFINITIONS

- A. Quality-Assurance Services: Activities, actions, and procedures performed before and during execution of the Work to guard against defects and deficiencies and substantiate that proposed construction will comply with requirements.
- B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that actual products incorporated into the Work and completed construction comply with requirements. Services do not include contract enforcement activities performed by Engineer.
- C. Mockups: Full-size physical assemblies that are constructed on-site. Mockups are constructed to verify selections made under Sample submittals; to demonstrate aesthetic effects and, where

indicated, qualities of materials and execution; to review coordination, testing, or operation; to show interface between dissimilar materials; and to demonstrate compliance with specified installation tolerances. Mockups are not Samples. Unless otherwise indicated, approved mockups establish the standard by which the Work will be judged.

- D. **Product Testing:** Tests and inspections that are performed by an NRTL, an NVLAP, or a testing agency qualified to conduct product testing and acceptable to authorities having jurisdiction, to establish product performance and compliance with specified requirements.
- E. **Source Quality-Control Testing:** Tests and inspections that are performed at the source, e.g., plant, mill, factory, or shop.
- F. **Field Quality-Control Testing:** Tests and inspections that are performed on-site for installation of the Work and for completed Work.
- G. **Testing Agency:** An entity engaged to perform specific tests, inspections, or both. Testing laboratory shall mean the same as testing agency.
- H. **Installer/Applicator/Erector:** Contractor or another entity engaged by Contractor as an employee, Subcontractor, or Sub-subcontractor, to perform a particular construction operation, including installation, erection, application, and similar operations.
  - 1. Use of trade-specific terminology in referring to a trade or entity does not require that certain construction activities be performed by accredited or unionized individuals, or that requirements specified apply exclusively to specific trade(s).
- I. **Experienced:** When used with an entity or individual, "experienced" means having successfully completed a minimum of five previous projects similar in nature, size, and extent to this Project; being familiar with special requirements indicated; and having complied with requirements of authorities having jurisdiction.

#### 1.4 SUBMITTALS

- A. **Informational Submittals**
  - 1. **Contractor's Quality-Control Plan:** For quality-assurance and quality-control activities and responsibilities
  - 2. **Contractor's Statement of Responsibility:** When required by authorities having jurisdiction, submit copy of written statement of responsibility sent to authorities having jurisdiction before starting work.
  - 3. **Testing Agency Qualifications:** For testing agencies specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include proof of qualifications in the form of a recent report on the inspection of the testing agency by a recognized authority.
  - 4. **Schedule of Tests and Inspections:** Prepare in tabular form and include the following:
    - a. Specification Section number and title.
    - b. Entity responsible for performing tests and inspections.
    - c. Description of test and inspection.
    - d. Identification of applicable standards.
    - e. Identification of test and inspection methods.
    - f. Number of tests and inspections required.
    - g. Time schedule or time span for tests and inspections.
    - h. Requirements for obtaining samples.
    - i. Unique characteristics of each quality-control service.

5. Compaction test results for in-place common fill.

## 1.5 CONFLICTING REQUIREMENTS

- A. Referenced Standards: If compliance with two or more standards is specified and the standards establish different or conflicting requirements for minimum quantities or quality levels, comply with the most stringent requirement. Refer conflicting requirements that are different, but apparently equal, to Engineer for a decision before proceeding.
- B. Minimum Quantity or Quality Levels: The quantity or quality level shown or specified shall be the minimum provided or performed. The actual installation may comply exactly with the minimum quantity or quality specified, or it may exceed the minimum within reasonable limits. To comply with these requirements, indicated numeric values are minimum or maximum, as appropriate, for the context of requirements. Refer uncertainties to Engineer for a decision before proceeding.

## 1.6 CONTRACTOR'S QUALITY-CONTROL PLAN

- A. Quality-Control Plan, General: Submit quality-control plan within 10 days of Notice to Proceed, and not less than five days prior to preconstruction conference. Submit in format acceptable to Engineer. Identify personnel, procedures, controls, instructions, tests, records, and forms to be used to carry out Contractor's quality-assurance and quality-control responsibilities. Coordinate with Contractor's construction schedule.
- B. Quality-Control Personnel Qualifications: Engage qualified full-time personnel trained and experienced in managing and executing quality-assurance and quality-control procedures similar in nature and extent to those required for Project.
- C. Testing and Inspection: In quality-control plan, include a comprehensive schedule of Work requiring testing or inspection, including the following:
  1. Contractor-performed tests and inspections including subcontractor-performed tests and inspections. Include required tests and inspections and Contractor-elected tests and inspections.
- D. Continuous Inspection of Workmanship: Describe process for continuous inspection during construction to identify and correct deficiencies in workmanship in addition to testing and inspection specified. Indicate types of corrective actions to be required to bring work into compliance with standards of workmanship established by Contract requirements and approved mockups.
- E. Monitoring and Documentation: Maintain testing and inspection reports including log of approved and rejected results. Include work Engineer has indicated as nonconforming or defective. Indicate corrective actions taken to bring nonconforming work into compliance with requirements. Comply with requirements of authorities having jurisdiction.

## 1.7 REPORTS AND DOCUMENTS

- A. Test and Inspection Reports: Prepare and submit certified written reports specified in other Sections. Include the following:
1. Date of issue.
  2. Project title and number.
  3. Name, address, and telephone number of testing agency.
  4. Dates and locations of samples and tests or inspections.
  5. Names of individuals making tests and inspections.
  6. Description of the Work and test and inspection method.
  7. Identification of product and Specification Section.
  8. Complete test or inspection data.
  9. Test and inspection results and an interpretation of test results.
  10. Record of temperature and weather conditions at time of sample taking and testing and inspecting.
  11. Comments or professional opinion on whether tested or inspected Work complies with the Contract Document requirements.
  12. Name and signature of laboratory inspector.
  13. Recommendations on retesting and reinspecting.
- B. Permits, Licenses, and Certificates: For Engineer's records, submit copies of permits, licenses, certifications, inspection reports, releases, jurisdictional settlements, notices, receipts for fee payments, judgments, correspondence, records, and similar documents, established for compliance with standards and regulations bearing on performance of the Work.

## 1.8 QUALITY ASSURANCE

- A. General: Qualifications paragraphs in this article establish the minimum qualification levels required; individual Specification Sections specify additional requirements.
- B. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- C. Fabricator Qualifications: A firm experienced in producing products similar to those indicated for this Project and with a record of successful in-service performance, as well as sufficient production capacity to produce required units.
- D. Installer Qualifications: A firm or individual experienced in installing, erecting, or assembling work similar in material, design, and extent to that indicated for this Project, whose work has resulted in construction with a record of successful in-service performance.
- E. Manufacturer's Technical Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to observe and inspect installation of manufacturer's products that are similar in material, design, and extent to those indicated for this Project.

## 1.9 QUALITY CONTROL

- A. Contractor Responsibilities: Tests and inspections not explicitly assigned to Engineer are Contractor's responsibility. Perform additional quality-control activities required to verify that the Work complies with requirements, whether specified or not.
1. Unless otherwise indicated, provide quality-control services specified and those required by authorities having jurisdiction. Perform quality-control services required of Contractor by authorities having jurisdiction, whether specified or not.
  2. Where services are indicated as Contractor's responsibility, engage a qualified testing agency to perform these quality-control services.
    - a. Contractor shall not employ same entity engaged by Engineer, unless agreed to in writing by Engineer.
  3. Notify testing agencies at least 48 hours in advance of time when Work that requires testing or inspecting will be performed.
  4. Where quality-control services are indicated as Contractor's responsibility, submit a certified written report, in duplicate, of each quality-control service.
  5. Testing and inspecting requested by Contractor and not required by the Contract Documents are Contractor's responsibility.
  6. Submit additional copies of each written report directly to authorities having jurisdiction, when they so direct.
- B. Manufacturer's Field Services: Where indicated, engage a factory-authorized service representative to inspect field-assembled components and equipment installation, including service connections. Report results in writing as specified in Section 01 33 00 – “Project Submittals and Procedures.”
- C. Manufacturer's Technical Services: Where indicated, engage a manufacturer's technical representative to observe and inspect the Work. Manufacturer's technical representative's services include participation in preinstallation conferences, examination of substrates and conditions, verification of materials, observation of Installer activities, inspection of completed portions of the Work, and submittal of written reports.
- D. Retesting/Reinspecting: Regardless of whether original tests or inspections were Contractor's responsibility, provide quality-control services, including retesting and reinspecting, for construction that replaced Work that failed to comply with the Contract Documents.
- E. Coordination: Coordinate sequence of activities to accommodate required quality-assurance and -control services with a minimum of delay and to avoid necessity of removing and replacing construction to accommodate testing and inspecting.
1. Schedule times for tests, inspections, obtaining samples, and similar activities.
- F. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality-control services required by the Contract Documents. Coordinate and submit concurrently with Contractor's construction schedule. Update as the Work progresses.
1. Distribution: Distribute schedule to Engineer, testing agencies, and each party involved in performance of portions of the Work where tests and inspections are required.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 TEST AND INSPECTION LOG

- A. Test and Inspection Log: Prepare a record of tests and inspections. Include the following:
  - 1. Date test or inspection was conducted.
  - 2. Description of the Work tested or inspected.
  - 3. Date test or inspection results were transmitted to Engineer.
  - 4. Identification of testing agency or special inspector conducting test or inspection.
- B. Maintain log at Project site. Post changes and revisions as they occur. Provide access to test and inspection log for Engineer's reference during normal working hours.

3.2 REPAIR AND PROTECTION

- A. General: On completion of testing, inspecting, sample taking, and similar services, repair damaged construction and restore substrates and finishes.
  - 1. Provide materials and comply with installation requirements specified in other Specification Sections or matching existing substrates and finishes. Restore patched areas and extend restoration into adjoining areas with durable seams that are as invisible as possible.
- B. Protect construction exposed by or for quality-control service activities.
- C. Repair and protection are Contractor's responsibility, regardless of the assignment of responsibility for quality-control services.

\* END OF SECTION 01 40 00 \*



## SECTION 01 42 00 – REFERENCES

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. Section includes the following:
  - a. Definitions and terminology in general use in the Contract Documents.
  - b. Applicable codes.
  - c. Department's referenced specifications, where applicable.
  - d. Abbreviations in general use throughout the Contract Documents.
  - e. General requirements regarding reference standards, including a listing of standard-issuing organizations (and their acronyms) used in the Contract Documents.

## 1.2 DEFINITIONS AND TERMINOLOGY

## A. Definitions and terminology applicable to all the Contract Documents are included in the General Conditions, as may be modified by the Supplementary Conditions.

## B. Additional terminology used in the Contract Documents includes the following:

1. "Indicated" refers to graphic representations, notes, or schedules on the Drawings, or to other paragraphs, provisions, tables, or schedules in the Specifications and similar locations in the other Contract Documents. Terminology such as "shown", "noted", "scheduled", and "specified" are used to help the user locate the reference without limitation on the location.
2. "Installer", "applicator", or "erector" is the Contractor or another person or entity engaged by Contractor, either as an employee or Subcontractor, to perform a particular construction activity, including installation, erection, application, or similar Work. Installers shall be experienced in the Work that installer is engaged to perform.
  - a. The term "experienced", when used in conjunction with the term "installer", means having successfully completed not less than five previous projects similar in size and scope to this Project; being familiar with the special requirements indicated and required; being familiar with Laws and Regulations; and having complied with requirements of authorities having jurisdiction, and complying with requirements of the Supplier of the material or equipment being installed, unless other experience requirements specific to that element of the Work are indicated elsewhere in the Contract Documents.
3. Trades: Use of terms such as "carpentry" does not imply that certain construction activities must be performed by accredited or unionized individuals of a corresponding generic name, such as "carpenter", unless otherwise indicated in the Contract Documents or required by Laws or Regulations. Such terminology also does not imply that specified requirements apply exclusively to trade personnel of the corresponding generic name.
4. "Assigned specialists" and similar terms: Certain Sections of the Specifications require that specific construction activities be performed by specialists with recognized, extensive experience in such operations. Engage said specialists for such activities, and their engagement is a requirement over which Contractor has no option. These requirements do not conflict with enforcement of building codes and other Laws and Regulations. Also, such requirements are not intended to interfere with local trade union jurisdictional settlements

and similar conventions. Such assignments shall not relieve Contractor of responsibility for complying with the requirements of the Contract Documents.

### 1.3 APPLICABLE CODES

- A. References in the Contract Documents to local code(s) shall mean the following:
1. National Electric Code in effect at the location of the Project.
  2. NFPA 101, Life Safety Code.

### 1.4 ABBREVIATIONS

- A. Common abbreviations that may be found in the Contract Documents are indicated below, alphabetically by their written-out meaning:

alternating current	a-c
ampere	A
antemeridian	a.m.
Architectural Barriers Act	ABA
Americans with Disabilities Act	ADA
Americans with Disabilities Act Accessibility Guidelines	ADAAG
ante meridian	a.m.
average	avg
biochemical oxygen demand	BOD
five-day biochemical oxygen demand	BOD <sub>5</sub>
brake horsepower	bhp
British thermal unit	Btu
building information model	BIM
carbonaceous biochemical oxygen demand	CBOD
five-day carbonaceous biochemical oxygen demand	CBOD <sub>5</sub>
chemical oxygen demand	COD
Centigrade (or Celsius)	C
chlorinated polyvinyl chloride	CPVC
chlorofluorocarbons	CFC
Code of Federal Regulations	CFR
computer-aided drafting and design	CADD, or CAD
cubic inch	cu in
cubic foot	cu ft
cubic yard	cu yd, or CY
cubic feet per minute	cfm
cubic feet per second	cfs

decibel	db
degree Centigrade (or Celsius)	degrees C, °C, or deg C
degrees Fahrenheit (or Fahrenheit)	degrees F, °F, or deg F
diameter	dia
direct current	d-c
dollars	\$
each	ea
efficiency	eff
Fahrenheit	F
feet	ft
feet per hour	fph, or ft/hr
feet per minute	fpm
feet per second	fps, or ft/min
figure	fig
flange	flg
foot-pound	ft-lb
gallon	gal
gallons per hour	gph, or gal/hr
gallons per minute	gpm
gallons per second	gps
gram	g
grams per liter	g/L
Hertz	Hz
horsepower	hp or HP
hour	hr
human-machine interface	HMI
inch	in.
inches of mercury	in. Hg
inches water gage	in. w.g.
inch-pound	in.-lb
inside diameter	ID
iron pipe size	IPS
thousand pounds	kips
thousand pounds per square inch	ksi
kilovolt-ampere	kva
kilowatt	kw
kilowatt-hour	kwhr or kwh
linear foot	lin ft or LF
liter	L

Leadership in Energy and Environmental Design (USGBC)	LEED
maximum	max
mercury	Hg
milligram	mg
milligrams per liter	mg/l or mg/L
milliliter	ml
millimeter	mm
million gallons per day	mgd or MGD
million gallon	MG
minimum	min
national pipe threads	NPT
net positive suction head	NPSH
net positive suction head available	NPSHA
net positive suction head required	NPSHR
nitrogen oxide (total concentration of mono-nitrogen oxides such as nitric oxide (NO) and nitrogen dioxide (NO <sub>2</sub> ))	NO <sub>x</sub>
nominal pipe size	NPS
number	no.
operator interface terminal	OIT
ounce	oz
ounce-force	ozf
outside diameter	OD
parts per hundred	pph
parts per million	ppm
parts per billion	ppb
polyvinyl chloride	PVC
post meridian	p.m.
pound	lb
pounds per square inch	psi
pounds per square inch absolute	psia
pounds per square inch gauge	psig
pounds per square foot	psf
process control system	PCS
programmable logic controller	PLC
revolutions per minute	rpm
second	sec
specific gravity	sp gr, or SG

square	sq
square foot	sq ft, sf, or ft <sup>2</sup>
square inch	sq in., or in <sup>2</sup>
square yard	sq yd, or SY
standard	std
standard cubic feet per minute	scfm
total dynamic head	TDH
totally-enclosed fan-cooled	TEFC
volt	V
volts alternating current	vac
volts direct current	vdc
volatile organic compounds	VOC

## 1.5 REFERENCE STANDARDS

- A. Refer to Article 3 of the General Conditions, as may be modified by the Supplementary Conditions, relative to reference standards and resolving discrepancies between reference standards and the Contract Documents. Provisions of reference standards are in effect in accordance with the Specifications.
- B. Copies of Standards: Each entity engaged in the Work shall be familiar with reference standards applicable to its construction activity. Copies of applicable reference standards are not bound with the Contract Documents. Where reference standards are needed for a construction activity, obtain copies of standards from the publication source.
- C. Abbreviations and Names: Where reference standards, specifications, codes, manuals, Laws or Regulations, or other published data of international, national, regional or local organizations are referred to in the Contract Documents, the organization issuing the standard may be referred to by their acronym or abbreviation only. The following acronyms or abbreviations that may appear in the Contract Documents shall have the meanings indicated below. Listing is alphabetical by acronym.

AA	Aluminum Association
AABC	Associated Air Balance Council
AAMA	American Architectural Manufacturers Association
AASHTO	American Association of State Highway and Transportation Officials
ACI	American Concrete Institute
ACS	American Chemical Society
ADSC-IAFD	International Association of Foundation Drilling.
AEIC	Association of Edison Illuminating Companies
AF&PA	American Forest and Paper Association
ABMA	American Bearing Manufacturers Association (formerly Anti-Friction Bearing Manufacturers Association (AFBMA))

AGMA	American Gear Manufacturers Association
AI	Asphalt Institute
AIA	American Institute of Architects
AIChE	American Institute of Chemical Engineers
AISC	American Institute of Steel Construction
AISI	American Iron and Steel Institute
AITC	American Institute of Timber Construction
ALSC	American Lumber Standards Committee
AMA	Acoustical Materials Association
AMCA	Air Movement and Control Association
AMP	National Association of Architectural Metal Manufacturers, Architectural Metal Products Division
ANSI	American National Standards Institute
APA	The Engineered Wood Association
APHA	American Public Health Association
API	American Petroleum Institute
AREA	American Railway Engineering Association
ARI	Air Conditioning and Refrigeration Institute
ASAE	American Society of Agricultural Engineers
ASCE	American Society of Civil Engineers
ASHRAE	American Society of Heating, Refrigerating and Air Conditioning Engineers
ASME	American Society of Mechanical Engineers
ASNT	American Society for Non-Destructive Testing
ASQ	American Society for Quality
ASSE	American Society of Safety Engineers
ASTM	American Society for Testing and Materials
AWCI	Association of the Wall and Ceiling Industry
AWI	Architectural Woodwork Institute
AWPA	American Wood Protection Association
AWPI	American Wood Preservers Institute
AWS	American Welding Society
AWWA	American Water Works Association
BAAQMD	Bay Area Air Quality Management District
BHMA	Builders Hardware Manufacturers Association
BIA	Brick Industry Association
CBMA	Certified Ballast Manufacturers Association
CDA	Copper Development Association
CEMA	Conveyor Equipment Manufacturers Association
CGA	Compressed Gas Association

CISCA	Ceilings and Interior Systems Construction Association
CISPI	Cast Iron Soil Pipe Institute
CLFMI	Chain Link Fence Manufacturers Institute
CMAA	Crane Manufacturers Association of America
CRSI	Concrete Reinforcing Steel Institute
CSI	Construction Specifications Institute
DIN	Deutsches Institut fur Normung eV (German Institute for Standardization)
DIPRA	Ductile Iron Pipe Research Association
EJCDC	Engineers Joint Contract Documents Committee
EJMA	Expansion Joint Manufacturers Association, Inc.
ETL	Intertek Testing Services, Inc. (formerly ETL Testing Laboratories, Inc.)
FCC	Federal Communications Commission
FEMA	Federal Emergency Management Agency
FHWA	Federal Highway Administration
FM	Factory Mutual (FM Global)
FRPI	Fiberglass Reinforced Plastics Institute
FS	Federal Specification
GA	Gypsum Association
GANA	Glass Association of North America
HEW	United States Department of Health, Education and Welfare
HI	Hydraulic Institute
HMI	Hoist Manufacturers Institute
HUD	United States Department of Housing and Urban Development
IBC	International Building Code
ICC	International Code Council
ICEA	Insulated Cable Engineers Association
IEEE	Institute of Electrical and Electronics Engineers
IESNA	Illuminating Engineering Society of North America
IFI	Industrial Fasteners Institute
IRI	Industrial Risk Insurers
ISA	Instrumentation, Systems, and Automation Society (formerly Instrument Society of America)
ISO	Insurance Services Office
ISO	International Organization for Standardization
LPI	Lightning Protection Institute
MIA	Marble Institute of America
ML/SFA	Metal Lath/Steel Framing Association
MS	Military Specifications
MSS	Manufacturers' Standardization Society

MMA	Monorail Manufacturers Association
NAAMM	National Association of Architectural Metal Manufacturers
NACE	National Association of Corrosion Engineers
NAPF	National Association of Pipe Fabricators, Inc.
NARUC	National Association of Regulatory Utilities Commissioners
NBHA	National Builders Hardware Association
NBS	United States Department of Commerce, National Bureau of Standards
NCMA	National Concrete Masonry Association
NEC	National Electric Code
NELMA	Northeastern Lumber Manufacturers' Association
NEMA	National Electrical Manufacturers Association
NESC	National Electrical Safety Code
NETA	International Electrical Testing Association
NFPA	National Fire Protection Association
NFRC	National Fenestration Rating Council
NGA	National Glass Association
NHLA	National Hardwood Lumber Association
NHPMA	Northern Hardwood and Pine Manufacturers Association
NIST	United States Department of Commerce, National Institute of Standards and Technology
NLGA	National Lumber Grades Authority
NRCA	National Roofing Contractors Association
NRMCA	National Ready Mixed Concrete Association
NSF	National Sanitation Foundation
NSSGA	National Stone, Sand, and Gravel Association
NTMA	National Terrazzo and Mosaic Association
OSHA	Occupational Safety and Health Administration
PCA	Portland Cement Association
PCI	Precast/Prestressed Concrete Institute
PEI	Porcelain Enamel Institute
PFI	Pipe Fabrication Institute
PPI	Plastics Pipe Institute
PGMC	Primary Glass Manufacturers Council
PS	Product Standards Section, United States Department of Commerce
RCSC	Research Council on Structural Connections (part of AISC)
RMA	Rubber Manufacturers Association
SAE	Society of Automotive Engineers
SCAQMD	Southern California Air Quality Management District
SCPRF	Structural Clay Products Research Foundation



SCTE	Society of Cable Telecommunications Engineers
SDI	Steel Deck Institute
SDI	Steel Door Institute
SIGMA	Sealed Insulating Glass Manufacturing Association
SJI	Steel Joist Institute
SMACNA	Sheet Metal and Air Conditioning Contractor's National Association
SPI	Society of the Plastics Industry
SPIB	Southern Pine Inspection Bureau
SSPC	Society for Protective Coatings
SWI	Steel Window Institute
TCNA	Tile Council of North America
TEMA	Tubular Exchanger Manufacturers Association
TIA/EIA	Telecommunications Industry Association/Electronic Industries Alliance
UL	Underwriters Laboratories, Inc.
USAB	United States Access Board
USDOE	United States Department of Energy
USEPA	United States Environmental Protection Agency
USGBC	United States Green Building Council
USGS	United States Geological Survey
USPHS	United States Public Health Service
WCLIB	West Coast Lumber Inspection Bureau
WCMA	Window Covering Manufacturers Association
WCMA	Wood Component Manufacturers Association
WDMA	Window and Door Manufacturers Association
WEF	Water Environment Federation
WWEMA	Water and Wastewater Equipment Manufacturers Association
WWPA	Western Wood Products Association

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

\* END OF SECTION 01 42 00 \*

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SECTION 01 43 36 – SAMPLING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section, and Specification Sections including the following:
  - 1. Section 01 50 00 – “Temporary Facilities, Controls, and Decontamination”
  - 2. Section 01 74 19 – “Waste Management and Disposal”
  - 3. Section 31 23 00 – “Excavation and Backfill”

1.2 SUMMARY

- A. This Section provides the general requirements for the contractor’s sampling and analytical work for the Project.

1.3 SUBMITTALS

- A. Action Submittals
  - 1. Proposed Analytical Laboratories
  - 2. Analytical results and validation DUSR reports for all analytical results required as part of the project and any others that may be required as a result of permit or Contractor work plan requirements.
  - 3. Contractor’s Site Specific Sampling and Analysis Plan (SAP).

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 GENERAL

- A. The Contractor shall collect, preserve, handle, transport, analyze, and report results of the analyses of all required samples in writing.
- B. The Contractor shall provide all sampling equipment deemed necessary to collect the specified samples. If non-dedicated sampling equipment is utilized, decontamination by the Contractor will be required between samples.

3.2 ANALYTICAL TESTING LABORATORIES

- A. The Contractor shall utilize subcontract laboratories to achieve required sample analyses. The Contractor shall propose analytical laboratories to be used.

- B. Analytical methods used by the laboratories shall be in accordance with those described in NYSDEC DER-10.
- C. All laboratories must be certified by New York State Department of Health (NYSDOH) Environmental Laboratory Accreditation Program (ELAP). Analytical methods shall be implemented in accordance with most current version of the New York State Department of Environmental Conservation Analytical Services Protocol (NYSDEC-ASP) unless specifically stated otherwise.
- D. Analytical data shall be reported in dry weight for soils and micrograms per liter ( $\mu\text{g/L}$ ) for water samples in data reports. Results shall be reported to the correct number of significant figures. Calculations shall be performed on unrounded, raw results and not on the final instrument values.
- E. Data packages shall meet the specifications of NYSDEC Analytical Services Protocol Category B. The laboratory also shall provide a summary data package that includes a copy of the chain-of-custody, case narrative and Form I results. Electronic data shall be provided in accordance with the most recent version of New York State Department of Environmental Conservation standardized electronic data deliverable (EDD) format. The NYSDEC's EDD Manual provides all the requirements for submitting the data in the EDD format using the EQuis database. This manual is available on the NYSDEC website at this location (<http://www.dec.ny.gov/chemical/62440.html>).
- F. The Contractor shall provide all analytical results and sampling analysis data in accordance with the NYSDEC Equis requirements, inclusive of sample location, elevation, analytes, method, etc.
- G. The analytical data requires validation by an independent validator. The laboratory data packages (Category B) shall be provided to the validator. The validator shall provide data usability summary reports (DUSR) for each laboratory batch. The laboratory will address validation or data package comments/questions within 48 hours of receipt and provide updated hard copy deliverables within one week of notification.

### 3.3 SAMPLING AND ANALYSIS PLAN

- A. Samples shall be collected in accordance with NYSDEC DER-10 and the requirements of the disposal facility. See Table 01 43 36-1 Collection of Samples for details of expected samples.
- B. The Sampling and Analysis Plan (SAP) shall identify criteria for selection of the sample locations. The SAP shall cover all sampling for the project including but not limited to decontamination station location sampling, decontamination water samples, samples of borrow source material, samples of wastewater, etc. The Engineer must be present during sampling.
- C. Sampling and analytical methods and procedures for characterization and confirmatory/documentation sampling shall be detailed and in accordance with the Contractor's QAPP.
- D. The Engineer will require a hard copy of analytical results, including QA/QC results, within 48 hours, with the Analytical Services Protocol (ASP) Category B reporting and deliverable package in Adobe Acrobat PDF to be supplied within two weeks of sample collection.
- E. If sampling results are not within acceptable QA/QC ranges (as stated in the Contractor's Quality Assurance Project Plan [QAPP]), the Contractor shall collect and analyze an additional sample(s) at the location(s) of the sample(s) not meeting QA/QC requirements. A maximum 24-hour

turnaround time is required on any additional sampling required. Additional samples shall be at Contractor's cost.

- F. Data Usability Summary Reports (DUSRs) will be prepared by the Contractor in accordance with the NYSDEC regulations.
- G. The Contractor shall review the Laboratory's Analytical Data Deliverable package. If sampling data quality is found not to meet QA/QC requirements as stated in the Contractor's QAPP after this review, the Contractor shall be responsible for all costs to secure sampling data quality even if initial results indicated that the data met all QA/QC requirements.

### 3.4 GENERAL SAMPLING

- A. The Contractor shall collect, preserve, handle, transport, analyze, and report results of the analyses of all required samples in writing. The Contractor shall provide a minimum 24 hour notice to Engineer prior to sampling. Sampling and analytical methods and procedures for sampling shall be in accordance with the approved sampling plan and QAPP.
- B. The Contractor shall provide all sampling equipment deemed necessary to collect the specified samples. If non-dedicated sampling equipment is utilized, decontamination by the Contractor will be required between sample locations.

### 3.5 BORROW SOURCE SAMPLING FOR COMMON FILL/SATISFACTORY FILL/TOPSOIL

- A. Collect samples of proposed borrow material at the source. Collect the number of samples as required by New York State [DEC DER 10] Subdivision 5.4(e) 10. If on-site soils are proposed to be used as fill they shall be sampled as if they were a borrow source.
- B. Label and ship representative samples under chain of custody documentation to the approved laboratory for analysis.
- C. Samples shall be analyzed for metals, PCBs/pesticides, semi-volatile organic compounds (sVOCs), volatile organic compounds (VOCs), Per- and polyfluoroalkyl substances (PFAS), and 1,4-dioxane. The borrow source soil shall meet the residential use criteria in accordance with DER 10 Subdivision 5.4(e) Appendix 5 for Allowable Constituent Levels for Imported Fill or Soil.

### 3.6 WASTEWATER DISPOSAL SAMPLING

- A. Sample wastewater for disposal in accordance with the requirements of the disposal facility.

\* END OF SECTION 01 43 36 \*

Table 01 43 36-1 Collection of Samples <sup>a</sup>

Source	Matrix	Contaminants of Concern	Estimated No. of samples <sup>b</sup>	Estimated No. of QC Samples <sup>c</sup>	Estimated Total Number of Samples for Analysis	Reporting Turnaround time	Reporting Requirements
<b>Waste Characterization Sampling</b>							
Waste Water Characterization	Water	as per disposal facility criteria	1	1	2	72 Hours	NYS Category A, No validation

<b>Imported Backfill Sampling <sup>d</sup></b>									
Source	Matrix	Contaminants of Concern	Estimated Number of VOC Samples	Estimated Number of Inorganics, SVOCs and PCB/Pesticides Samples	Estimated Number of Per- and polyfluoroalkyl substances (PFAS) Samples <sup>f</sup>	Estimated No. of QC Samples <sup>e</sup>	Estimated Total number of samples for analysis	Reporting Turnaround time	Reporting Requirements
Common Fill	Soils	In accordance with NYSDEC DER-10 Appendix 5, Residential Use Metals, PCB's, Pesticides, Semi-Volatiles, Volatiles, PFAS in accordance with NYSDEC Guidance <sup>g</sup> .	23	10	9	5	47	7 Calendar days	NYS Category B, DUSR
On-site Satisfactory Fill	Soils		13	5	4	3	25	7 Calendar days	NYS Category B, DUSR
Topsoil	Soils		13	5	4	3	25	7 Calendar days	NYS Category B, DUSR

<sup>a</sup> This table includes analytical requirements for DER-10, but does not include other lab requirements identified in the specifications such as geotechnical requirements.

<sup>b</sup> Number of Samples may vary depending on disposal facility requirements.

<sup>c</sup> 10 percent QC Samples (5% for Matrix Spike/Matrix Spike Duplicates (MS/MSD) and 5% field duplicates).

<sup>d</sup> Estimated sample quantities for Imported Backfill are provided for information only. The contractor shall collect the recommended number of samples for all imported backfill in accordance with NYS DER 10, Table 5.4 (e) 10 Recommended Number of Soil Samples for Soil Imported To or Exported from a site.

<sup>e</sup> Sampling, Analysis, and Assessment of Per- And Polyfluoroalkyl Substances (PFAS) Under NYSDEC's Part 375 Remedial Programs, April 2023 or most recent iteration.

<sup>f</sup> If Perfluorooctanoic acid (PFOA) or Perfluorooctane sulfonic acid (PFOS) is detected in any sample at or above 1 µg/kg, then soil should be tested by Synthetic Precipitation Leaching Procedure (SPLP) and the leachate analyzed for PFAS. If the SPLP results exceed 10 ppt for either PFOA or PFOS (individually) then the source of backfill should be rejected, unless a site-specific exemption is provided by DER. SPLP leachate criteria is based on the Maximum Contaminant Levels proposed for drinking water by New York State's Department of Health, this value may be updated based on future Federal or State promulgated regulatory standards. Remedial parties have the option of analyzing samples concurrently for both PFAS in soil and in the SPLP leachate to minimize project delays.

## SECTION 01 43 36 ATTACHMENT A – Guidance for the Development of Data Usability Summary Reports (DUSRs)

## PART 1 - GENERAL

## 1.1 BACKGROUND

- A. The Data Usability Summary Report (DUSR) provides a thorough evaluation of analytical data with the primary objective to determine whether or not the data, as presented, meets the site/project specific criteria for data quality and data use.
1. The development of the DUSR must be carried out by an experienced environmental scientist, such as the project Quality Assurance Officer, who is fully capable of conducting a full data validation. The DUSR is developed from:
    - a. New York State Department of Environmental Conservation Analytical Services Protocol (NYSDEC ASP) for Category B Deliverables;
    - b. A United States Environmental Protection Agency (USEPA), Region 2 validation guidance documents.
  2. The DUSR and the data deliverables package will be reviewed by qualified DEC staff. In most cases, it is expected that this review will result in agreement or with only minor differences that can be easily reconciled. If data validation is found to be necessary (e.g. pending litigation) this can be carried out at a later date on the same data package used for the development of the DUSR.

## 1.2 PERSONNEL REQUIREMENTS

- A. The Environmental Scientist preparing the DUSR must hold a Bachelor's Degree in a relevant natural or physical science or field of engineering and must submit a resume to the DER documenting experience in environmental sampling, analysis and data validation.

## 1.3 PREPARATION OF A DUSR

- A. The DUSR is developed by reviewing and evaluating the analytical data package. During the course of this review the questions applicable to the analysis being reviewed must be asked and answered in the affirmative.
1. Is the data package complete as defined under the requirements for the NYSDEC ASP Category B deliverables?
  2. Have all holding times been met?
  3. Do all the QC data; blanks, instrument tunings, calibration standards, calibration verifications, surrogate recoveries, spike recoveries, replicate analyses, laboratory controls and sample data fall within the protocol required limits and specifications?
  4. Have all of the data been generated using established and agreed upon analytical protocols?
  5. Does an evaluation of the raw data confirm the results provided in the data summary sheets and quality control verification forms?
  6. Have the correct data qualifiers been used? They are:
    - a. All data qualifiers consistent with the current NYSDEC ASP or latest revisions.

7. Any Quality Control exceedances must be specifically noted in the DUSR and the corresponding QC summary sheet from the data package should be attached to the DUSR?

1.4 DOCUMENTING THE VALIDATION PROCESS IN THE DUSR

- A. Once the data package has been reviewed and the above questions asked and answered, the DUSR proceeds to describe the samples and the analytical parameters.
  1. Data deficiencies, analytical protocol deviations and quality control problems are identified and their effect on the data is discussed.
  2. The DUSR shall also include recommendations on resampling/reanalysis.

PART 2 - PRODUCTS - NOT USED

PART 3 - EXECUTION - NOT USED

\* END OF SECTION 01 43 36 ATTACHMENT A \*



## SECTION 01 45 29.13 – TESTING LABORATORY SERVICES FURNISHED BY CONTRACTOR

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

##### A. Scope:

1. This section includes requirements for sampling services furnished by the Contractor for sampling, analysis, and reporting, or as provided in the supplementary conditions.
2. Contractor shall employ and pay for services of independent testing laboratory to perform specified services.
3. Inspection, sampling, and testing shall be as specified in the Specifications including but not limited to:
  - a. Section 01 43 36 – “Sampling”
  - b. Section 01 74 19 – “Waste Management and Disposal”
  - c. Section 31 23 00 – “Excavation and Backfill”
  - d. Section 31 23 19 – “Water Management”
4. Contractor shall pay for:
  - a. Tests not specifically indicated in the Contract Documents as being Department’s or Engineer’s responsibility.
  - b. Tests made for Contractor’s convenience.
  - c. Repeat tests required because of Contractor’s negligence or defective Work and retesting after failure of test for the same item to comply with the Contract Documents.
5. Testing laboratory is not authorized to approve or accept any portion of the Work or defective Work; rescind, alter, or augment requirements of Contract Documents; and perform duties of Contractor.

#### 1.2 REFERENCES

##### A. Standards referenced in this Section are:

1. New York State Analytical Services Protocol (ASP)
2. NYSDEC Technical Guidance for Site Investigation and Remediation DER-10, Appendix 2-B

#### 1.3 QUALITY ASSURANCE

##### A. Qualifications:

1. Testing Laboratory:
  - a. Comply with applicable requirements of New York State Department of Environmental Conservation, DER-10 Technical Guidance for Site Investigation and Remediation (May 2010)
  - b. Testing laboratory shall be NYSDOH ELAP certified.

## 1.4 SUBMITTALS

- A. Informational Submittals: Submit the following:
1. Sampling Plan and Quality Control Project Plan Submittals: The sampling Plan shall include the following:
    - a. A chart and/or map indicating the approximate number of samples to be collected and the matrices of each, including anticipated QA/QC samples.
    - b. Procedures for sample collection.
    - c. Description of sampling equipment and maintenance procedures for the equipment.
    - d. Procedures for decontamination of sampling equipment.
    - e. Sample handling, labeling and regulatory compliance procedures for shipping.
    - f. Training requirements for environmental sampling for new employees and refresher training requirements for current employees.
  2. The QAPP shall be project specific and include the following:
    - a. Organizational chart, including a designated QA Officer.
    - b. Data quality objectives for the site.
    - c. A chart reflecting types of samples, approximate number of samples, matrices, holding times, analytical protocols and anticipated QA/QC samples to be collected or analyzed.
    - d. Specific limits of concern for each analyte for each matrix to be sampled.
    - e. The matrix specific method detection limit that must be obtained for each of the analytes and matrices listed.
    - f. The analytical laboratory to be used and evidence of their certification for all subcategories of solid and hazardous waste, including CLP metals, under the NYSDOH ELAP CLP.
    - g. Criteria for laboratory selection and audits.
    - h. Criteria for field sampling audits.
    - i. Record maintenance and archive methods.
    - j. Review and checking procedures for the sampling plan and the analytical results reporting.
    - k. Copy of the QAO's resume and training certificates. QAO must be proficient in analytical methodology, data interpretation and validation, quality control procedures and auditing techniques. The QAO shall interface with laboratory and data validator to make requests and or resolve issues specific to data usability.
  3. Test Reports: Testing laboratory shall promptly submit to Contractor results of testing and inspections, including:
    - a. Date issued.
    - b. Project title, number, and name of the Site.
    - c. Testing laboratory name and address.
    - d. Name and signature of inspector or person obtaining samples.
    - e. Date of inspection or sampling.
    - f. Record of temperature and weather conditions.
    - g. Date of test.
    - h. Identification of material or item tested, and associated Specifications Section.
    - i. Location in the Project.
    - j. Type of inspection or test.
    - k. Results of tests and observations regarding compliance with this section and supplementary sections, as applicable
    - l. Category B deliverables for the reporting of deliverables package as per Volume 1 of the NYSDEC ASP.
    - m. Electronic deliverables shall conform to DER-10, Appendix 2B requirements.

4. Qualifications Statements:
  - a. Testing Laboratory:
    - 1) NYSDOH ELAP certification. – Analytical Labs
    - 2) Statement of Qualifications – Geotechnical Labs

#### 1.5 TESTING LABORATORY DUTIES

- A. Testing laboratory shall:
  1. Complete analytical services in compliance with NYSDOH ELAP certification and NYSDEC ASP Protocol.
  2. Perform required inspections, sampling, and testing of materials and methods of construction; comply with applicable reference standards and the Contract Documents; and ascertain compliance with requirements of the Contract Documents.
  3. Promptly notify Engineer and Contractor of irregularities or deficiencies in the Work that are observed during performance of services.
  4. Promptly submit to Contractor reports of inspections and tests.
  5. Perform additional tests and services, as required by Contractor.
  6. Data deliverables shall conform to Guidance for Data Deliverables, DER-10 Appendix 2-B.

#### 1.6 CONTRACTOR'S RESPONSIBILITIES

- A. Contractor shall:
  1. Cooperate with testing laboratory personnel.
  2. Provide to testing laboratory preliminary representative samples of materials and items to be tested, in required quantities.
  3. Promptly submit to Engineer results of tests and inspections received from testing laboratory.
  4. Furnish to laboratory the preliminary design mix proposed for concrete and other material mixes to be tested by testing laboratory.
  5. Provide labor and facilities:
    - a. For access to the Work to be tested, and where required, to Suppliers' operations.
    - b. For obtaining and handling samples at the Site.
    - c. For facilitating inspections and tests.
    - d. For testing laboratory's exclusive use for storing and curing of test samples.
    - e. Forms for preparing concrete test beams and cylinders.
  6. Notify laboratory and Engineer sufficiently in advance of operations to allow assignment of personnel and scheduling of tests.
  7. Arrange with laboratory and pay for additional services, sampling, and testing required for Contractor's convenience.
  8. Confirm that analytical data deliverables conform to DER-10, Appendix 2B prior to submittal to the Engineer for review.

PART 2 - PART 2 – PRODUCTS – NOT USED

PART 3 - PART 3 – EXECUTION – NOT USED

\* END OF SECTION 01 45 29.13 \*

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## SECTION 01 50 00 – TEMPORARY FACILITIES, CONTROLS, AND DECONTAMINATION

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section, and Specification Sections including the following:
  - 1. Section 01 10 00 - “Summary”
  - 2. Section 01 33 00 - “Project Submittals and Procedures”
  - 3. Section 01 40 00 - “Quality Requirements”
  - 4. Section 01 56 34 - “Temporary Security Measures”
  - 5. Section 01 74 19 - “Waste Management and Disposal”
  - 6. Section 01 77 00 - “Closeout Procedures”
  - 7. Section 02 21 00 - “Surveys”
  - 8. Section 31 10 00 - “Site Clearing”
  - 9. Section 31 23 00 - “Excavation and Backfill”
  - 10. Section 31 23 19 - “Water Management”
  - 11. Section 33 41 00 - “Flushing, Cleaning, and Inspection of Culverts”

## 1.2 SUMMARY

- A. This Section includes requirements for temporary utilities, support facilities, security and protection facilities, environmental controls, and storm water pollution prevention controls.
- B. The Contractor shall provide positive means of erosion control (see NYSDEC’s Document entitled New York State Standards and Specifications for Erosion and Sediment Control, August 2005) around work areas and any stockpile and disposal areas to prevent contaminant migration.

## 1.3 SUBMITTALS

- A. Action Submittals
  - 1. Site Plan: Show temporary facilities, utility hookups, staging areas, parking areas for construction personnel, stockpile areas and parking areas for construction personnel.
  - 2. Erosion and Sedimentation-Control Plan: Show compliance with requirements of EPA Construction General Permit or authorities having jurisdiction, whichever is more stringent.
  - 3. Submit Shop drawings of the Soil Stockpile area to the Engineer for approval as per Section 01 33 00 – “Project Submittals and Procedures”.
  - 4. The Contractor shall submit a written Storm Water Pollution Prevention Plan (SWPPP) in accordance with the requirements identified in the New York State Department of Environmental Conservation (NYSDEC)’s SPDES General Permit for Stormwater Discharges from Construction Activity, Permit No. GP-0-15-002. The SWPPP shall be prepared and stamped by a NYS-licensed Professional Engineer.
  - 5. Fire-Safety Program: Show compliance with requirements of NFPA 241 and authorities having jurisdiction. Indicate which Contractor personnel are responsible for management of the fire-prevention program

6. Dust Control Plan: Submit coordination drawing and narrative that indicates the dust control measures proposed for use, proposed locations, and proposed time frame for their operation. Identify further options if proposed measures are later determined to be inadequate. Include the following:
  - a. Dust control for vehicle traffic and dust control for soil/waste handling.
  - b. Waste handling procedures.
  - c. Other dust-control measures.
7. Vibration Control Plan: Submit Plan to the Engineer for approval in accordance with the requirements outlined in this Section.
8. Provide a written plan for electrical service while onsite in accordance with the requirements outlined in the Section.

#### 1.4 QUALITY ASSURANCE

- A. Electric Service: Comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- B. Tests and Inspections: Arrange for authorities having jurisdiction to test and inspect each temporary utility before use. Obtain required certifications and permits.

#### 1.5 USE CHARGES

- A. General: Installation and removal of and use charges for temporary facilities shall be included in the Contract Sum unless otherwise indicated. Allow other entities to use temporary services and facilities without cost, including, but not limited to, the Department, Engineer, testing agencies, and authorities having jurisdiction.
- B. Electric Power Service: Pay electric-power-service use charges for electricity used by all entities for construction operations.
- C. The Contractor is responsible for securing a water source for the Project's needs.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS

- A. Chain-Link Fencing: Minimum 2-inch , 0.148-inch- thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch- (42-mm-) OD top rails.
- B. Portable Chain-Link Fencing: Minimum 2-inch, 0.148-inch-thick, galvanized-steel, chain-link fabric fencing; minimum 6 feet high with galvanized-steel pipe posts; minimum 2-3/8-inch OD line posts and 2-7/8-inch OD corner and pull posts, with 1-5/8-inch OD top and bottom rails. Provide concrete or galvanized steel bases for supporting posts.

## 2.2 WATER SERVICE

- A. The Contractor is responsible for securing a water source for the Project's needs including dust control.
- B. The Contractor is responsible for providing valves with adequate temperature and pressure ratings for the intended use.
- C. Provide back flow protection or adequate vacuum breakers, as needed.
- D. Provide heavy-duty abrasion-resistant hoses with a pressure rating greater than the maximum pressure of the water system.
- E. Provide adequately sized hot water heater.

## 2.3 ELECTRICAL SERVICE

- A. Provide a written plan for electrical service while on site with appropriate controls as necessary.
- B. Pay electric-power-service use charges for electricity used by all entities for construction operations.
- C. Electric Service shall comply with NECA, NEMA, and UL standards and regulations for temporary electric service. Install service to comply with NFPA 70.
- D. Provide grounded extension cords with waterproof connectors. Use of "hard service" cords where there is exposure to abrasion and traffic.
- E. Provide general service lamps and guard cages or tempered glass enclosures where lamps are exposed to breakage by removal operations. Use liquid-tight enclosures or boxes for the devices.

## 2.4 TEMPORARY FACILITIES

- A. Field Offices, General: Prefabricated or mobile units with serviceable finishes, temperature controls, and foundations adequate for normal loading.
- B. Common-Use Field Office: Of sufficient size to accommodate one office for Department/Engineer, one office for Contractor, and a conference room to accommodate Project meetings. Keep office clean and orderly. Comply with requirements in Section 01 52 11 – "Engineer's Field Offices" and Section 01 52 13 – "Contractor's Field Office and Sheds".

## 2.5 EQUIPMENT

- A. Fire Extinguishers: Portable, UL-rated; with class and extinguishing agent as required by locations and classes of fire exposures.
- B. Six protective hard hats and personal protective equipment for use by the Engineer, Department and authorized visitors.

- C. One drinking water dispenser for chilled/heated water.

## 2.6 NYSDOT TYPE 2 SUBBASE

- A. NYSDOT Type 2 Subbase shall comply with NYSDOT Specification 733-04 "Subbase Course."
- B. Containing the following gradations:

Sieve Size	Percent Passing By Weight
2 inch	100
1/4 inch	25-60
No. 40	5-40
No. 200	0-10

## PART 3 - EXECUTION

### 3.1 INSTALLATION, GENERAL

- A. Locate facilities where they will serve Project adequately and result in minimum interference with performance of the Work. Relocate and modify facilities as required by progress of the Work.
- B. Provide each facility ready for use when needed to avoid delay. Do not remove until the project is substantially completed.
- C. Conduct operations to cause least annoyance to residents and users of facility in vicinity of Work and comply with applicable local ordinances associated with noise and dust control.
- D. Use qualified tradesmen for installation of temporary utilities, facilities and constructions. Provide utility services as required to perform the work for the duration of the Project.
- E. Install temporary utilities in accordance with the servicing utility's requirements.
- F. Provide all temporary utilities and connections including electric, water, and telephone. Remove temporary utilities and connection upon completion of Work. Obtain all necessary permits and permissions prior to installation or connection.

### 3.2 TEMPORARY UTILITY INSTALLATION

- A. General: Install temporary service or connect to existing service.
  - 1. Arrange with utility company, Owner, and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.
- B. Water Service: Install water service and distribution piping in sizes and pressures adequate for construction.
- C. Water Service: Clean and maintain water service facilities in a condition acceptable to Engineer. At Substantial Completion, restore these facilities to condition existing before initial use.



- D. The Contractor shall provide self-contained chemical toilet units from mobilization to demobilization in an amount based on the total number of workers employed on the Project in accordance with the provisions of the Health and Sanitary Codes of the State of New York. A combination toilet/urinal unit shall count as one facility. The Contractor may locate some of them in the work area. Those that are located outside the work area shall be located where approved by NYSDEC and screened from public view. At the completion of the abatement work, units within the work area shall be decontaminated prior to their removal from the enclosures. Units shall be maintained throughout the work. Provide separate facilities for males and females. Include provisions for pest control and elimination of odors.
- E. Heating, Ventilating, and Enclosures.
1. Provide sufficient temporary heating, cooling, ventilating, and enclosures to ensure safe working conditions and prevent damage to existing facilities and the Work.
  2. Maintain temperature of areas occupied by Department's personnel or electronic equipment, including offices, lunch rooms, locker rooms, toilet rooms, and rooms containing computers, microprocessors, and control equipment, between 65 degrees F and 80 degrees F with relative humidity less than 75 percent.
  3. Require temperature range for storage areas and certain elements of the Work, including preparation of materials and surfaces, installation or application, and curing as applicable, shall be in accordance with the supplementary conditions for the associated Work and/or the Supplier's recommended temperature range for storage, application, or installation, as appropriate.
  4. Provide temporary ventilation sufficient to prevent accumulation in construction areas and areas occupied by Department of hazardous and nuisance levels or concentrations of dust and particulates, mist, fumes or vapors, odors, and gasses, associated with construction.
  5. Provide temporary enclosures and partitions required to maintain required temperature and humidity.
  6. Provide temporary heating, ventilation, and cooling for Engineer's field office in accordance with Section 01 52 11 – "Engineer's Field Office".
- F. Electric Power Service: Provide electric power service and distribution system of sufficient size, capacity, and power characteristics required for construction operations.
1. Install electric power service overhead unless otherwise indicated.
- G. Lighting: Provide temporary lighting with local switching that provides adequate illumination for construction operations, observations, inspections, and traffic conditions.
1. Install and operate temporary lighting that fulfills security and protection requirements without operating entire system.
  2. Install lighting for Project identification sign.
- H. Telephone Service: Provide temporary telephone service in common-use facilities for use by all construction personnel. Install one telephone line for each field office.
1. At each telephone, post a list of important telephone numbers.
    - a. Police and fire departments.
    - b. Ambulance service.
    - c. Contractor's home office.
    - d. Contractor's emergency after-hours telephone number.
    - e. Engineers' offices.
    - f. Principal subcontractors' field and home offices.
  2. Provide superintendent with cellular telephone or portable two-way radio for use when away from field office.

### 3.3 TEMPORARY FACILITIES

#### A. General

1. The construction of any staging area and access road shall require lining with a Mirafi FW 500 Geotextile fabric and 12 inches of NYSDOT Crusher Run stone Type 2. The staging area shall be used for all temporary facilities (proposed trailer and parking area, proposed truck staging area, material stockpile area, decontamination pad and onsite certified scale).
2. The Contractor shall be responsible for maintenance and protection of the temporary staging area and access road. It is the Contractor's responsibility to supply materials, including stone, steel plates, or any other necessary materials, in order to protect and maintain these features.

#### B. Staging Areas (Material Stockpile Area)

1. Staging areas shall be located on site in areas approved by the Engineer in order to minimize possible cross contamination.
2. In addition, the contaminated soil staging area shall also have the following:
  - a. The Contractor shall cover the 12 inches of NYSDOT stone with a minimum 40-mil sealed, HDPE watertight liner.
  - b. The Contractor shall place a minimum of 6 inches of NYSDOT SS Crushed Stone Type 2 identified in the NYSDOT SS Table 703-4 and described in Section 703-02 on top of the HDPE watertight liner.
3. Waste materials shall be covered at all times within the staging area using a minimum 20-mil HDPE sealed, watertight liner to prevent contaminated runoff. Liners shall be anchored to prevent movement due to wind. Remove the liners when the staging area is no longer needed, and dispose properly off-site.
4. All staging areas shall be constructed to prevent the spread of any contamination to the surrounding soils, surfaces, and/or groundwater.
5. Water spray or equivalent shall be utilized as necessary to prevent dust generation. Monitoring shall be provided to ensure that unacceptable levels of dust generated from the movement and handling of soil do not migrate from the site.
6. Sumps, pumping facilities, and temporary storage facilities shall be adequate for anticipated use.
7. Temporary storage facility may be mobile tankers or suitable fixed tanks. Fixed tanks shall be located within secondary containment areas capable of containing 100% of the tank capacity, or 110% of the largest tank where the secondary containment area holds more than one tank. The secondary containment area shall have a permeability of not more than  $1.0 \times 10^{-7}$  centimeters per second (cm/sec).
8. The Contractor shall decontaminate staging areas following the completion of construction activities as directed by the Engineer.
9. Clean soil staging areas: Cover staged clean materials with 20 mil liner. Anchor liner to prevent any movement due to wind. Dispose of cover when staging area is no longer needed.
10. Materials staging area: Provide and maintain material staging areas as needed in locations indicated on the Contractor's work site layout, or as approved by the Engineer.

#### C. Decontamination Station

1. The decontamination pad(s) shall be equipped with a drain system and holding tank on a properly graded area that has no deleterious material.

2. The Contractor shall be responsible for the provision of an adequately equipped decontamination pad(s), which shall meet the following requirements. The dimensions shown on the Contract Drawings are provided for reference.
  - a. Adequate dimensions to contain wash water and debris from the largest sized vehicles to be utilized in this Contract. All vehicles and construction equipment leaving the contaminated zone shall be decontaminated.
  - b. Curb or berm the perimeter and provide splash guards.
  - c. A 40-mil impervious very low density polyethylene (VLDPE) membrane is required to prevent seepage into the ground.
  - d. Sumps, pumping facilities, and temporary storage facilities to be adequate for anticipated use.
  - e. Temporary storage facility may be mobile tankers or suitable fixed tanks. Fixed tanks shall be located within secondary containment areas capable of containing 100% of the tank capacity, or 110% of the largest tank where the secondary containment area holds more than one tank. The secondary containment area shall have a permeability of not more than  $1.0 \times 10^{-7}$  centimeters per second (cm/sec).
  - f. Previously non-contaminated areas are not to be contaminated during construction activities. This may require the construction and use of multiple decontamination pads.
  - g. The Contractor shall place a 40-mil impervious VLDPE liner on top of the 12 inch layer of NYSDOT SS Crushed Stone Type 2.
  - h. The Contractor shall also place a minimum of 6 inches of NYSDOT SS Crushed Stone Type 2 identified in the NYSDOT SS Table 703-4 and described in Section 703-02 on top of the VLDPE liner.
  - i. Construct side wall panels, 6 feet high minimum on two sides, to prevent over spray.
3. The Contractor shall regularly containerize, characterize, stage, and transport all generated decontamination water and sediments off-site for treatment and disposal at a licensed and permitted facility.
4. No trucking of soils on public right of way. All spilled or tracked soils will require immediate cleanup or corrective action.
5. The Contractor shall clean the decontamination pad after daily use. No contamination shall be left behind.
6. Upon completion of the work, the Contractor will decontaminate, remove, and properly dispose of, all decontamination station(s) utilized by the Contractor and shall do all necessary earthwork and grading to restore the areas disturbed to their original condition or to other improved condition as directed by the Engineer.

D. Sanitary Facilities

1. The Contractor shall provide self-contained chemical toilet units from mobilization to demobilization in an amount based on the total number of workers employed on the Project in accordance with the provisions of the Health and Sanitary Codes of the State of New York. A combination toilet/urinal unit shall count as one facility. The Contractor may locate some of them in the work area. Those that are located outside the work area shall be located where approved by NYSDEC and screened from public view. At the completion of the abatement work, units within the work area shall be decontaminated prior to their removal from the enclosures. Units shall be maintained throughout the work. Provide separate facilities for males and females. Include provisions for pest control and elimination of odors. Toilet units shall be placed near the construction zone in an area easily accessible for all the workers. Toilets shall be locked during non-work hours to prevent unauthorized usage.

- E. Temporary Access Roads
  - 1. Construct and maintain temporary access roads for the duration of the contract as necessary to ensure unimpeded completion of this contract. This includes areas necessary for installation of the decontamination station, truck scale, staging areas and all work site facilities

### 3.4 SECURITY AND PROTECTION FACILITIES INSTALLATION

- A. Protection of Existing Facilities: Protect existing vegetation, equipment, structures, utilities, and other improvements at Project site and on adjacent properties, except those indicated to be removed or altered. Repair damage to existing facilities.
- B. Water Control: Exercise care in project drainage practice to prevent pollution of watercourses.
  - 1. The Contractor shall be fully responsible for any and all damages to life and property that occur as a result of their activities. Damages resulting from polluting watercourses shall be repaired, restored, or compensated for by the Contractor.
  - 2. Grade construction areas so as to minimize retention of rainwater, except as specified hereafter. Provide temporary rainwater runoff diversion around construction areas.
  - 3. Comply with procedures and requirements identified in the New York State Department of Environmental Conservation (NYSDEC)'s SPDES General Permit for Stormwater Discharges from Construction Activity, Permit No. GP-0-15-002.
  - 4. Temporary erosion controls may include, but are not limited to, surface stabilization which shall be accomplished with vegetation and mulch, dewatering, erosion control matting (rolled erosion control mats), temporary earthen diversion berms and ditches; and minimization of disturbed acreage. Contractor is responsible for preventing excessive on-site erosion during construction as well as protecting the work included in this Contract.
  - 5. Temporary sedimentation controls may include, but are not limited to, silt fences, traps, temporary earthen diversion berms and ditches, rock dams, stabilized construction entrance and appurtenances at the foot of sloped surfaces. Contractor is responsible for preventing migration of sediment into wetland areas, streams, and adjacent properties during construction. The performance of Contractor's sedimentation controls is subject to approval by the Engineer.
  - 6. Stockpiles shall be protected from transfer of material due to erosion by providing sedimentation controls along the toe of the slopes, seeding the side slopes (with the exception of soil-bentonite mixture stockpiles which shall be covered with plastic) and by maintaining stable slopes.
  - 7. Contractor shall be responsible for maintaining all temporary and existing permanent erosion control structures on the site. Maintenance shall include but not be limited to making all repairs necessary to maintain the structures as well as remove all accumulated sediment as necessary to maintain the structures in proper working condition. The frequency of sediment removal from all on-site erosion control structures shall be bi-monthly at a minimum.
  - 8. Silt fence shall be installed on site to protect against off-site runoff until all diversion structures are constructed and operational.
  - 9. Weekly inspection of the erosion and sediment controls shall be completed as required by the SWPPP.
  - 10. Should any of the temporary erosion and sediment control measures employed by the Contractor fail to produce results which comply with the requirements of NYSDEC, Contractor shall immediately take whatever steps are necessary to correct the deficiency at his own expense.

- C. Pollution Control
1. Maintain work areas on and off site free from further environmental pollution that would be in violation of any federal, state, or local regulations.
  2. Minimize air pollution by wetting down bare soils with clean water, requiring use of properly operating combustion emission control devices on construction vehicles and equipment used by Contractors, and encouraging shutdown of motorized equipment not actually in use.
  3. Any emissions during site activities that may have an adverse health effect on workers or the community shall be suppressed to the extent possible.
  4. Chemicals used, whether herbicide, pesticide, disinfectant, polymer, reactant, or other classification, must be approved by either the EPA or USDA or any other applicable regulatory agency and the Engineer and be used in a manner as their original purpose was intended.
  5. Use of such chemicals and disposal of residues shall be in conformance with manufacturers' instructions.
  6. Use of chemicals must be approved in advance by the Engineer.
  7. Disposal of volatile fluid wastes (such as mineral spirits, oil, or paint thinner) in storm or sanitary sewer system or into streams or waterways is not permitted.
  8. Volatile wastes generated will be handled as hazardous wastes and reported to NYSDEC.
  9. The Contractor shall provide that the generated project hazardous waste (if any) and any existing hazard waste to be removed under this project shall be transported, manifested, and disposed in accordance with the current regulations.
- D. Rubbish Control (Non-contaminated)
1. Clean up the debris resulting from the work at the end of each day and leave work areas broom clean. Locate containers where directed.
  2. Remove debris from the site at least once a week or more often if it presents a fire hazard or becomes excessive. Burning of waste material will not be permitted.
  3. Containers shall have secure tops.
- E. Stormwater Control: Comply with requirements of authorities having jurisdiction. Provide barriers in and around excavations and subgrade construction to prevent flooding by runoff of stormwater from heavy rains.
- F. Tree and Plant Protection: Install temporary fencing located as indicated or outside the drip line of trees to protect vegetation from damage from construction operations. Protect tree root systems from damage, flooding, and erosion.
- G. Pest Control: Engage pest-control service to recommend practices to minimize attraction and harboring of rodents, roaches, and other pests and to perform extermination and control procedures at regular intervals so Project will be free of pests and their residues at Substantial Completion. Perform control operations lawfully, using environmentally safe materials.
- H. Noise Control: Control noise levels associated with site operations to not exceed the energy equivalent ambient sound level of 35 dBA at the site perimeter. Measure noise levels in decibels with a sound level meter conforming to the American National Standard Specification, S1.4 (1971) Type S2A, and set to use the A-weighted network with slow meter response. Measurements shall be continuous during the first week of construction activities. Additional measurements may be directed by the Engineer throughout the course of the project.
- I. Dust Control: No visible dust shall be permitted. Use dust suppression techniques to limit airborne dust. Apply water or dust suppressants to exposed soil, haul roads or routes, and other areas

disturbed by operations. Dry brooming will not be permitted. Do not unnecessarily shake bags of dry product such as cement, concrete mortar, or fertilizer.

J. Vibration Control

1. The planned remediation activities have the potential to generate vibration. The Contractor shall complete a Vibration Control Plan and be responsible for limiting vibration activities by continuously monitoring for vibration resulting from construction activities.
2. Pre-Construction Structural Condition Assessment
  - a. The Contractor shall arrange for a pre-construction structural condition assessment of any nearby buildings, structure, or utilities that may potentially be at risk from the vibrations associated with construction activities. The assessment method shall be in general accordance with SEI/ASCE 11 Guidelines for Structural Condition Assessment of Existing Buildings and SEI/ASCE 30 Guideline for Condition Assessment of the Building Envelope, latest editions and shall be acceptable to the Contractor's insurance company. The Contractor shall be responsible for any damage resulting from the construction activities. The pre-construction structural condition assessment report shall be made available to the Engineer for review two weeks before any construction activity begins. Occupants of local buildings shall be notified by the Contractor prior to the commencement of construction activities.
  - b. The pre-construction structural condition assessment shall be done on all buildings and structures within 100 feet of the project construction work limits. The pre-construction condition assessment shall produce the following as a minimum requirement:
    - 1) Diagrams and information as required accurately showing the building or structure's existing conditions.
    - 2) Photographs of existing damage.
    - 3) Comprehensive video of the entire structure.
  - c. Pre-construction structural condition assessment shall be completed by a practicing civil engineer registered in the State of New York, who has experience in foundation design, and building design and construction.
3. Vibration Limits
  - a. Establish appropriate maximum limit for Peak Particle Velocity (PPV) for each structure or facility that is adjacent to, or near the project site. Base maximum limits on expected sensitivity of each structure or facility to construction induced vibrations and federal, state, or local regulatory requirements, but not to exceed 2 inches per second (ips) when frequency is 40-Hz or greater, and 0.75 ips when frequency is less than 40-Hz.
  - b. Allowable construction activities shall be based on vibration levels that shall not cause damage.
  - c. The Contractor shall monitor the project site at least two seismographs located within the work limits. At least one seismograph shall be located outside of the work limits near the closest property boundary to the excavation area. The seismograph used shall be capable of recording particle velocity for three mutually perpendicular components of vibration in the range generally found with vibration from construction activities as well as air overpressure. The seismographs must be capable of storing data in digital form, which can be electronically transferred into a computer. The type of seismograph instrumentation, and the method of use, must conform to the general guidelines for proper use of seismographs.
  - d. Peak particle velocity of each component shall not be allowed to exceed the safe limits of the nearest structure subject to vibration damage. The Contractor shall employ an Engineer-approved qualified vibration specialist to establish the safe

vibration limits. The vibration specialist shall also interpret the seismograph records to ensure that the seismograph data shall be effectively utilized in the control of the construction operations with respect to the existing structures. The vibration specialist used shall be subject to the Engineer's approval. The vibration specialist shall supervise the placement and operation of the seismograph.

Data recorded for each day shall be furnished to the Engineer and shall include the following:

- 1) Identification of instrument used.
  - 2) Name of qualified observer and interpreter.
  - 3) Distance and direction of recording station from construction area.
  - 4) Type of ground at recording station and material on which the instrument is sitting.
  - 5) Maximum particle velocity in each component and frequency.
  - 6) The time history of each component.
  - 7) The time history of air overpressure.
  - 8) A dated and signed copy of records of seismograph readings.
- e. If damage to existing facilities or adjacent property occurs due to construction activities or the safe vibration limits are exceeded, immediately suspend the construction activities and report damage to the Vibration Specialist and the Engineer.
- f. Before resuming construction operations, take appropriate measures to control effects of vibration from construction activities and submit complete description of proposed changes for reducing potential for future damage to the Vibration Specialist and the Engineer.
- g. Do not resume construction until approved by the Vibration Specialist and Engineer.
4. Post-Construction Structural Condition assessment
- a. Similar to the pre-construction structural condition assessment, the Contractor shall complete the post-construction structural condition assessment of nearby buildings following the completion of construction activities. The post-construction structural condition assessment shall be done on all buildings and structures with 100 feet of the project construction work limits.
- K. Road Protection: The Contractor shall document road conditions on the local nearby roads that will be utilized for construction traffic. Documentation shall be both pre-construction and post-construction. Documentation shall include, but not be limited to, identification of any deficiencies or damage to the roads, both before construction begins and changes to road condition at the end of construction. Road inspections shall include at a minimum, but not be limited to, Varian Lane. Restoration of any damage to local roads caused by construction activities shall be in accordance with Section 01 55 13 – “Access Roads and Parking Areas”.
- L. Barricades, Warning Signs, and Lights: Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.
- M. Temporary Fire Protection: Install and maintain temporary fire-protection facilities of types needed to protect against reasonably predictable and controllable fire losses. Comply with NFPA 241; manage fire-prevention program.
1. Prohibit smoking in construction areas.
  2. Supervise welding operations, combustion-type temporary heating units, and similar sources of fire ignition according to requirements of authorities having jurisdiction.

3. Develop and supervise an overall fire-prevention and -protection program for personnel at Project site. Review needs with local fire department and establish procedures to be followed. Instruct personnel in methods and procedures. Post warnings and information.
4. Provide temporary standpipes and hoses for fire protection. Hang hoses with a warning sign stating that hoses are for fire-protection purposes only and are not to be removed. Match hose size with outlet size and equip with suitable nozzles.

N. Community Air Monitoring Program (CAMP)

1. The Contractor shall include as part of the CPP (See Section 01 35 29 – “Contractor’s Health and Safety Plan”) the following:
  - a. Three CAMP monitors shall be active and placed around the work limits. The air monitors shall be placed such that 2 monitors collect downwind data and 1 monitor collects upwind data. The locations of all CAMP monitors shall be approved daily by the Engineer prior to installation by the Contractor.

### 3.5 PROTECTION OF NATURAL RESOURCES

A. General

1. Preserve the natural resources within the project site that are not specified for removal or change.
2. Preserve the natural resources outside the project site impacted by the work.
3. Conform to federal, state and local permitting requirements.
4. Restore disturbed resources to an equivalent or improved condition upon completion of work.
5. Vehicles, equipment and machinery delivered or used at the site that have visible oil or hydraulic leaks will not be allowed on site. Clean up any oil or hydraulic fluid spills immediately.

B. Land Resources

1. Except in areas specified to be cleared, do not remove, cut, deface, injure, or destroy existing vegetation.
2. Protect vegetation that is to remain, from damage by construction operations.
3. Vegetation, intended to remain, that is scarred or damaged by construction operations shall be removed and replaced with equivalent undamaged vegetation.
4. Removal of scarred or damaged vegetation shall be in accordance with the specifications.
5. Trees or shrubs with 30 percent or more of their root systems damaged shall require removal and replacement.
6. Replacement vegetation shall be approved by the Engineer before replacement.

C. Water Resources

1. Prevent oily or hazardous substances from entering the ground, drainage areas, or local bodies of water.
2. Provide secondary containment of temporary fuel oil, petroleum, or hazardous substance storage tanks of sufficient size and strength to contain the contents of the tanks.

D. Fish and Wildlife Resources

1. Do not alter or significantly disturb water flows on or adjacent to the project site, except as indicated or specified.
2. Do not alter or significantly disturb native habitat on or adjacent to the project site, except as indicated or specified.



3.6 REMOVAL

- A. Maintain all temporary facilities and controls as long as needed for the safe and proper completion of the work.
- B. Remove all such temporary facilities and controls as soon as safe progress of the work will permit.

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## SECTION 01 52 11 – ENGINEER'S FIELD OFFICE

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. This Section includes requirements for Contractor-provided field office, with furnishings, equipment, and consumables, for use by Engineer.
2. Contractor shall provide and maintain field office for Engineer's sole use. Provide field office at location approved by Engineer, near Contractor's field office.
3. Field office shall be complete and fully functional within 10 days after date on which the Contract Times commence or Engineer approved mobilization date, unless the schedule is otherwise modified in accordance with the General Conditions.
4. Obtain required permits for field offices, as applicable.

## 1.2 SUBMITTALS

## A. Action Submittals: Obtain Engineer's approval of the following prior to staging field office to the Site:

1. Field Office Submittal: Submit the following under one submittal cover:
  - a. Site plan indicating proposed location of field office, parking for field office, facilities related to the field office, and material of both field office parking and sidewalk or walkway to field office.
  - b. Information on proposed field office size, construction, exterior appearance, interior finishes, and field office security measures.
  - c. Proposed layout of field office interior, showing location of offices, common areas, restroom, closet, other areas specified (if any), with dimensions indicated for each.
  - d. Proposed layout of field office exterior identifying sign, showing all text, font, colors, and graphics (if any).
  - e. Proposed type of Internet service; name of proposed Internet service provider; and product data and technical information on equipment (if any) required for Internet service.
  - f. Office Equipment: Product data and technical information for copier, telephones, and other office equipment.

## PART 2 - PRODUCTS

## 2.1 FIELD OFFICE CONSTRUCTION AND SITE REQUIREMENTS

## A. Site at Field Office:

1. Allocate total of four reserved parking spaces for use by Engineer and Department in close proximity to Engineer's field office. Parking area shall be paved with bituminous paving, concrete, crushed stone, or other material approved by Engineer. Parking area shall be suitably drained and free of standing water during wet weather.

2. Provide sidewalk or walkway, not less than four feet wide, of bituminous pavement, concrete, crushed stone, or other material approved by Engineer, for the full distance between parking area and field office.
- B. Field Office, Minimum Construction: Field office shall comply with the following:
1. Structurally sound foundation and superstructure.
  2. Size: Floor area of not less than 430 square feet, and not less than 10 feet wide.
  3. Completely weather-tight and insulated, with minimum R-19 insulation.
  4. Exterior finish approved by Engineer.
  5. New interior finishes approved by Engineer, including resilient floor covering in good condition.
  6. Field Office Ingress and Egress:
    - a. Two doors for ingress and egress for each field office unit, each with landing, stairs, and railing complying with building codes and other Laws and Regulations in effect at the Site.
    - b. Landing and stairs shall have slip-resistant walking surfaces, and be metal, pressure-treated wood, fiberglass, or concrete.
    - c. Railing shall be metal, wood, or fiberglass.
    - d. Door Security:
      - 1) Doors shall be secure and lockable.
      - 2) Furnish each door with suitable, lockable security bar. Security bar shall be Master Lock 265DCCSEN Dual-Function Security Bar, or equal.
  7. Windows:
    - a. Window area equal to not less than ten percent of floor area.
    - b. Windows shall each have insect screen and operable sash.
    - c. Provide each window with lock and exterior security bars approved by Engineer.
  8. One lockable closet for storage.
  9. Keys:
    - a. Furnish to Engineer two identical sets of keys suitable for operating all keyed locks, including ingress/egress door locks, security bars for doors, window locks, closets, and office furnishings.
    - b. Permanently label each key to indicate its associated lock.
  10. Restroom:
    - a. Provide in field office one private restroom including one lavatory, one toilet, medicine cabinet with mirror, soap dispenser, and paper towel holder.
    - b. Provide each restroom with appropriate electric ventilation fan with positive discharge to location outside the field office.
    - c. Portable units and hand washing stations may be provided, as equivalent, as approved by the Engineer.
  11. Exterior Sign:
    - a. Field office identifying exterior sign, approved by Engineer. Sign shall be durable, weatherproof, suitable for long-term exposure to sunlight.
    - b. Exterior sign shall be not less than 1.5 feet high by four feet wide, installed at location determined in field and acceptable to Engineer.
    - c. Sign shall be in color, as presented in the graphic provided by the Engineer.
    - d. Sign layout and general proportions shall be as presented in the graphic provided by the Engineer. Text of first line and last line shall be Arial. Text size and size of graphic shall be proportionate to the graphic provided. Engineer will furnish graphic as JPG file for use by Contractor in preparing the sign.

- C. Field Office Optional Construction:
1. Provide mobile office trailer in first-class condition approved by Engineer, specifically designed for use as construction field office and complying with requirements of this Section.
  2. Provide skirting around perimeter of each mobile field office trailer.
  3. Supplier: Provide field office by one of the following:
    - a. Pac-Van, Inc.
    - b. Modular Space Corporation (ModSpace).
    - c. Williams Scotsman, Inc.
    - d. Or equal.

## 2.2 FIELD OFFICE UTILITIES

- A. Comply with Section 01 51 00 – “Temporary Facilities, Controls, and Decontamination”.
- B. Provide the following for the Engineer’s field office:
1. Electrical System and Lighting:
    - a. Electric service as required, including paying all costs. Provide electrical submeter if electrical service is obtained from Department’s system.
    - b. Interior lighting of not less than 50 foot-candles at desktop height.
    - c. Minimum of eight 120-volt, wall-mounted, duplex convenience electrical receptacles.
    - d. Exterior, wall-mounted lighting at each entrance to field office, not less than 250 watts each.
    - e. Exterior security light for Engineer’s field office parking area. Provide one 1000-watt, pole-mounted fixture with photocell control.
  2. Heating, Ventilating, and Air Conditioning System:
    - a. Provide automatic heating to maintain indoor temperature in field office of not less than 65 degrees F in cold weather. Furnish all fuel and pay all utility costs.
    - b. Automatic cooling to maintain indoor temperature in field office of not warmer than 75 degrees F in warm weather.
  3. Water and Sewerage:
    - a. Provide potable water service for each plumbing fixture associated with field office.
    - b. Provide sanitary sewerage for each lavatory/sink and toilet.
    - c. Utility Connections – General:
      - 1) Comply with Laws and Regulations, including plumbing and sewer codes, and requirements of authorities having jurisdiction.
      - 2) Protect plumbing from freezing.
    - d. Potable Water Service: Provide the following:
      - 1) Type K copper waterline from potable water main to each plumbing fixture.
      - 2) Reduced pressure zone (RPZ)-type backflow preventer in accordance with Laws and Regulations and requirements of authorities having jurisdiction.
      - 3) Provide 15-gallon electric hot water tank or tankless hot water heater, and hot water piping to serve each lavatory/sink in field office.
      - 4) Not less than one exterior hose bib, with not less than 50 feet of hose, located adjacent to field office sidewalk or walkway, near field office ingress/egress doors. Provide wall-mounted hose reel or hose caddy.
      - 5) Before placing potable water system into service, disinfect piping and appurtenances in accordance with Laws and Regulations.
    - e. Sanitary Sewerage:
      - 1) Provide PVC or other appropriate piping, arranged in accordance with Laws and Regulations, to convey wastewater from field office to sanitary sewer that

- discharges to a permitted wastewater treatment facility, or to holding tank provided by Contractor.
- 2) When holding tank is provided, also provide pumping and disposal of holding tank contents at appropriate, regular intervals.
4. Telephone Service:
- a. Land Lines:
    - 1) Private telephone service for Engineer's sole use, including payment of installation, monthly, and service costs.
    - 2) Provide two telephone lines. Each line shall have separate telephone number assigned by the telephone service provider.
    - 3) Pay for unlimited local and domestic long distance service for duration of the Project.
    - 4) As approved by the Engineer, mobile devices may replace Land Service Lines. Portable Bluetooth conferencing capabilities shall be provided to facilitate group conferencing.
  - b. Cellular Telephones and Service: Engineer will provide cellular telephones and service for Engineer's employees assigned to the field office, as approved by the Engineer, may substitute land lines. Portable Bluetooth conferencing capabilities shall be furnished by the Contractor to facilitate group conferencing.
5. Internet Access:
- a. Obtain and pay for Internet service until removal of the field office, with unlimited (untimed) Internet access, for Engineer's sole use.
  - b. Set up system and appurtenances required and verify functionality in the field office.
  - c. Internet service shall be one of the following, listed in order of preference; provide a lower type of access only when the next-higher level is unavailable:
    - 1) Fiber-optic or Cable Provider Service:
      - a) Provide service via communication service provider via either cable or fiber-optic service at download speed of not less than 15 megabytes per second (Mbps) and upload speed of not less than 1 Mbps.
      - b) Provide appropriate modem, cabling, and appurtenances.
    - 2) DSL:
      - a) Provide service via symmetrical digital subscriber line with download speed of not less than 1.5 Mbps and upload speed of not less than 384 kilobits per second (Kbps).
      - b) Provide dedicated telephone line for Internet access.
      - c) Provide DSL filters on each non-DSL outlet in the field office telephone system.
    - 3) Mobile Broadband Wireless:
      - a) Provide mobile broadband wireless 4G network by AT&T, Verizon, Sprint, T-Mobile, or equal, with download speed of not less than 37 Mbps and upload speed of not less than 17 Mbps.
      - b) Provide mobile broadband wireless router. Product and Manufacturer: Linksys Wireless-G Router for Mobile Broadband, or equal.
      - c) Mobile broadband air-card for field office. Product and Manufacturer: Sierra Wireless 597E, Novatel Merlin EX720, or equal.
      - d) Router and air-card will remain Contractor's property upon removal of field office from the Site.
    - 4) Satellite:
      - a) Provide 4G network service with download speed of not less than 12 Mbps.

- b) Provide required equipment, including outdoor unit (dish) and indoor satellite modem equipment, together with required cabling.
  - c) Provide telephone modem in computer, together with telephone line and service, for file uploading.
- C. Should actions of utility companies delay the complete set up of field office, Contractor shall provide temporary electricity, heat, water supply, sanitary facilities, and telephone service as required at no additional cost to Department.

### 2.3 FURNISHINGS AND EQUIPMENT

- A. Provide the following furnishings and equipment:
1. Desks: Two 5-drawer desks, each with desktop surface five feet long by 2.5 feet wide with not less than one file drawer per desk, suitable for storing 8.5-inch by 11-inch documents.
  2. Desk Chairs: Two new or used (in good condition) five-point, high backed, cushioned swivel chairs with seat-height adjustment.
  3. Other Chairs: Four side chairs with arm rests and padded seats and backs, and eight metal folding chairs without arm rests.
  4. Two new or used (in good condition) folding tables each eight feet long by 2.5 feet wide.
  5. Two new or used (in good condition) folding tables each four feet long by 2.5 feet wide.
  6. Plan rack(s) to hold not less than eight sets of the Drawings.
  7. Two 4-drawer file cabinets.
  8. One 2-door storage cabinet.
  9. Shelving or bookcase with a total of 12 feet of shelf length and not less than 12 inches deep.
  10. Four polyethylene waste baskets, each with capacity of not less than seven gallons.
  11. Suitable doormat at each exterior ingress/egress door.
  12. Two cork tack-boards, each 2.5 feet by three feet, with thumbtacks.
  13. One white board for use with dry markers, approximately six feet by four feet, with marker holding tray, installed by Contractor at location directed by Engineer in the field office. Furnish supply of colored markers and eraser for the white board.
  14. Safety Equipment: Provide the following:
    - a. Fire extinguishers with associated signage.
    - b. Smoke detector with supply of batteries.
    - c. Carbon monoxide detector with power supply.
    - d. Provide in accordance with Laws and Regulations. For each field office structure, provide not less than two wall-mounted fire extinguishers, one battery-operated ceiling-mounted smoke detector, and one carbon monoxide detector suitably installed.
  15. First-Aid Station:
    - a. In addition to first-aid stations otherwise required by the Contract Documents, provide for Engineer's sole use a first-aid station in Engineer's field office.
    - b. Product and Manufacturer: Zee Medical USA, Item 0152, "Medium Four-Shelf Plastic Cabinet", [www.zeemedical.com](http://www.zeemedical.com); or equal.
  16. Weather Monitoring Station:
    - a. Monitoring Capability: System shall measure: wind speed, wind direction, outdoor temperature, wind chill, time, date, indoor temperature, and rainfall.
    - b. Manufacturer and Product:
      - 1) Weather Monitoring Station: Provide Peet Bros. ULTIMETER 100; or equal.
      - 2) Rain Gauge: Provide Peet Bros. ULTIMETER PRO Rain Gauge, or equal.
    - c. Sensors:
      - 1) Cable-mounted sensors installed outdoors. Wireless systems are unacceptable.

- 2) Vane-type wind sensor equipped with 40-foot cable, accurate to wind speeds as low as 1.5 mph.
    - 3) Temperature sensor, installed in the shade, equipped with 25-foot cable.
    - 4) Provide rain gauge for monitoring rainfall/precipitation, with 40-foot cable. Rain gauge shall be suitable for use in winter weather and accurate to 0.01-inch.
    - 5) Sensors and cabling shall be compatible with the weather monitoring recording/display unit.
    - 6) Install sensors at appropriate locations, agreed upon at the Site with Engineer, for optimal monitoring of weather. Provide required poles and mounting brackets as required for installation of sensors.
  - d. Recording/Display Unit: Unit shall have keyboard and data display, featuring maximums and minimums of all data monitored, displayed and stored in-unit for the following periods: current day, each of the previous seven days, and long-term. Display and record time and date for each recorded maximum and minimum. Individually-resettable memories and master-reset capability to clear all memory.
  - e. Appurtenances:
    - 1) Provide data logging capability to allow data to be transmitted to and displayed on personal computer in Engineer's field office. Provide data relay capability to transmit data to such computer.
    - 2) Provide required appurtenances including junction boxes, 120-volt power supply with transformer, all required cords and cabling, and mounting brackets and hardware.
  - f. Provide all items and Work necessary for a fully-operational unit with properly-functioning capability as specified.
17. Personal Protective Equipment for Visitors: Furnish the following:
  - a. Protective Helmets (Hard Hats): Four, each with full brim, of fiberglass or thermoplastic; each with ratchet suspension; white in color.
  - b. Safety Glasses: Four, each with clear lenses, polycarbonate, anti-fog and anti-scratch coating, suitable to fit over personal eyewear.
  - c. Reflective Safety Vest: Four, each of polyester mesh or other material acceptable to Engineer, color to be high-visibility orange, with one-inch-wide reflective tape, one-size-fits-all design.
  - d. Earplugs: Supply of foam, disposable earplugs. Promptly resupply when stock is depleted.
18. Two electric clocks.
19. One electric coffee maker, with ten-cup capacity or larger.
20. Bottled water with electric cooler dispenser for five-gallon bottles, with cup dispenser.
21. Telephone System:
  - a. Telephone System Features:
    - 1) Provide one cordless telephone with hands-free speaker.
    - 2) Telephone shall have speed dialing with minimum of 20 programmable numbers, volume control, mute, redial, and hold button.
  - b. Provide one digital telephone answering machine.
22. Multi-function Copier:
  - a. One new or used (in good condition) machine with the following functions: photocopying, network printing, scanning to produce PDF and JPG files, and e-mail.
  - b. Products and Manufacturers: Provide one of the following:
    - 1) Xerox WorkCentre 5845.
    - 2) Or equal.
  - c. Minimum Memory: 2 GB.



- d. Ten-bin sort capacity, 8.5-inch by 11-inch, 8.5-inch by 14-inch, and 11-inch by 17-inch paper capacity, enlarging and reducing capabilities, stream-feed capability, bypass feeder, stapling capability, and double-sided copying capability. Copier shall produce not less than 40 copies per minute.
  - e. Provide necessary cables and appurtenances to enable all functions specified in this Section, including scan-and-email and printing from field office computers. Furnish services of manufacturer's representative to set up and service copier.
23. Kitchen Area Appliances: Provide the following in the field office kitchen area:
- a. One new, frost-free, refrigerator-freezer, with capacity of not less than six cubic feet.
  - b. One new microwave oven, not less than 1.2 cubic foot size.
  - c. Kitchen area appliances will remain property of Contractor upon removal of field office."

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Install field office and related facilities in accordance with Laws and Regulations.
- B. Install materials and equipment, including prefabricated structures, in accordance with manufacturer's instructions, and to provide optimal performance and accuracy.

#### 3.2 CLEANING, MAINTENANCE, AND SUPPLIES

- A. Furnish the following maintenance services:
  - 1. Immediately repair malfunctioning, damaged, leaking, or defective field office structure, site improvements, systems, and equipment.
  - 2. Provide computer supplies and pay for maintenance on Contractor-furnished computer system and copier.
  - 3. Promptly provide snow and ice removal for Engineer's field office, including parking area, walkways, and stairs and landings.
  - 4. Provide continuous maintenance and janitorial service of field office and sanitary facilities. Clean field office not less than once per week Sweep or vacuum field office not less than daily, or more-frequently when site conditions are such that dirt or mud is frequently tracked into field office. Clean and wax (as appropriate) flooring every six months.
  - 5. Waste Disposal:
    - a. Properly dispose of trash and waste as needed, not less than twice per week.
    - b. Properly handle and dispose of recyclables. Do not dispose of recyclables as trash.
    - c. Dispose of other waste, if any, as required, to avoid creation of nuisances and adverse environmental effects. Properly dispose of electronic waste, when necessary, at proper waste receiving facility.
- B. Consumables: Provide the following consumables as needed:
  - 1. Toner and ink cartridges for printers and copier, as required.
  - 2. Paper supplies for printer and copier. Always maintain in field office not less than one ream of each size of paper for which printer and copier are capable.
  - 3. Dry erase markers in six colors and white board eraser set. Replace markers when exhausted or lost.
  - 4. Bottled water suitable for water dispenser and disposable cups.

5. Coffee supplies, including coffee, filters, cups, sugar, creamer, and stir-sticks.
6. Hand-soap, paper towels, toilet paper, cleansers, and janitorial implements, including broom.
7. Batteries for smoke detector and other battery-powered items furnished by Contractor.
8. Replace fire extinguishers upon expiration.
9. Not less-often than monthly, inspect first-aid kit and inventory items consumed or used and remove items that are at or near their expiration date. Promptly replace and restock consumed and expired items.

### 3.3 REMOVAL

- A. Remove field office and furnishings when directed by Engineer, prior to inspection for final completion. Deliver specified equipment to Department.

\* END OF SECTION 01 52 11 \*

## SECTION 01 52 13 – CONTRACTOR’S FIELD OFFICE AND SHEDS

## PART 1 - GENERAL

## 1.1 DESCRIPTION

- A. Scope:
  - 1. Contractor shall provide a temporary field office for Contractor’s use with not less than the minimum facilities specified in the Contract Documents.
  - 2. Provide required temporary storage and work sheds, as applicable.
  - 3. Obtain and pay for required permits and utilities. Field offices and sheds shall comply with local ordinances unless otherwise modified in the Supplementary Conditions.
- B. Coordination:
  - 1. Coordinate with Department and Engineer use of the Site including the location of field offices and sheds.
- C. Location:
  - 1. Locate field offices and sheds in accordance with the Contract Documents and in accordance with the approved submittals.
- D. Furnish in Contractor’s field office one complete set of the Contract Documents for ready reference by interested persons. In addition to the reference set, comply with Section 01 78 39 – “Project Record Documents” and related provisions of the General Conditions, as may be modified by the Supplementary Conditions.

## PART 2 - PRODUCTS

## 2.1 FIELD OFFICE AND SHEDS – FURNISHINGS, AND EQUIPMENT

- A. Contractor’s Field Office and Furnishings:
  - 1. Construction: As required by Contractor and sufficient for Project meetings.
  - 2. Utilities and Services: Provide the following:
    - a. Telephone service, capable of group teleconference
    - b. Computer network and related facilities as required for Contractor’s needs.
    - c. Utilities and related facilities for lighting and maintaining temperature, in accordance with Section 01 52 11 – “Engineer’s Field Office”.
  - 3. Furnishings:
    - a. Conference Facilities: Provide conference area with conference table and chairs sufficient for 10 people. Conference facilities and furnishings shall be provided with suitable utilities, lighting, ventilation, and temperature controls prior to the first progress meeting, unless otherwise approved by Engineer.
    - b. Other furnishings required by Contractor.
  - 4. Provide on field office’s exterior an identification sign displaying Contractor’s company name and emergency contact number. Maximum size of sign shall be four feet by four feet. Sign shall be suitable for outdoor use for the duration of the Project.

5. Furnish and maintain at Contractor's field office six (6) protective helmets ('hard hats') for use by visitors to the Site.
- B. Contractor's Storage and Work Sheds:
1. Provide storage and work sheds sized, furnished, and equipped to accommodate personnel, materials, and equipment involved in the Work, including temporary utility services and facilities required for environmental controls sufficient for personnel, materials, and equipment.

### PART 3 - EXECUTION

#### 3.1 INSTALLATION

- A. Installation:
1. Install Contractor's temporary field offices, sheds, and related facilities in accordance with Laws and Regulations.
  2. Install materials and equipment, including prefabricated structures, in accordance with manufacturer's instructions.

#### 3.2 MAINTENANCE AND REMOVAL

- A. Maintenance:
1. Clean and maintain field offices and sheds as required.
  2. Provide consumables as required.
- B. Removal:
1. Do not remove temporary field offices and sheds until after Substantial Completion of the entire Work, unless otherwise approved by Engineer.
  2. Remove field offices and sheds and restore areas prior to final inspection.

\* END OF SECTION 01 52 13 \*

## SECTION 01 55 13 ACCESS ROADS AND PARKING AREAS

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. Contractor shall provide temporary construction roads, walks, parking areas, and appurtenances required during the Project for use by Contractor, Department and emergency vehicles.
2. Temporary roads and parking areas shall be designed and maintained by Contractor and shall be fully passable to vehicles in all weather conditions.

## B. Use of Existing Access Roads:

1. Contractor is allowed to use Department's existing roads starting on the Effective Date of the Contract and satisfying other Contract requirements relative to starting the Work.
2. Prevent interference with traffic on existing roads and parking areas. Always keep access roads and entrances serving the Site clear and available to Department and their respective employees; emergency vehicles; and other contractors. Do not use access roads or Site entrances for parking or storage of materials or equipment.
3. Contractor shall indemnify and hold harmless Department and Engineer from expenses and losses caused by Contractor's operations over existing roads, drives, and parking areas.
4. Schedule deliveries to minimize use of driveways and Site entrances.

## 1.2 SITE ACCESS

## A. Site Access:

1. Contractor access to the Site shall be as shown on the drawings.

## 1.3 CONTRACTOR PARKING

- A. Contractor employee vehicles shall park in area(s) as described in the approved Work Plan and in the staging area as shown on the Contract Drawings.
- B. Park construction vehicles and equipment in work areas off of permanent roads and parking areas, in areas of the Site designated for Contractor staging.

## PART 2 - PRODUCTS

## 2.1 MATERIALS

- A. Materials for temporary roads and parking areas shall comply with the Contract Documents' requirements for permanent roads, drives, and parking areas.

- B. Traffic controls shall comply with requirements of authorities having jurisdiction. When such authority is the Department or facility manager, and no requirements are indicated, comply with the standard specifications of the state department of transportation in the area of the Project.

### PART 3 - PART 3 – EXECUTION

#### 3.1 TEMPORARY ROADS AND PARKING AREAS

- A. Temporary Roads and Parking in Areas Different from Permanent Pavement:
  - 1. Provide temporary roads and parking areas adequate to support and withstand traffic loads during the Project. Locate temporary roads and parking areas.
  - 2. Provide reasonably-level, graded, well-drained subgrade of satisfactory soil material, compacted to not less than 95 percent of maximum dry density in the upper six inches.
  - 3. Where required to support loads and provide separation between subgrade and subbase materials, provide geosynthetic separation fabric as required.
  - 4. Subbase:
    - a. Provide crushed stone subbase material not less than six inches thick, roller-compacted to a level, smooth, dense surface.
    - b. Subbase for temporary roads and areas traveled by construction vehicles shall be adequate for loads and traffic served.
- B. Temporary Roads and Parking in Same Areas as Permanent Pavement:
  - 1. Provide temporary roads and parking areas adequate to support and withstand traffic and construction loads during the Project. Locate temporary roads and parking areas in same location as permanent roads and parking areas. Extend temporary roads and parking areas, within construction limits indicated, as required for construction operations.
  - 2. Coordinate elevations of temporary roads and parking areas with permanent roads and parking areas.
  - 3. Prepare subgrade, subbase, and base for temporary roads and parking areas in accordance with the Contract Documents requirements for permanent roads, drives, and parking areas.
  - 4. Where required by subgrade conditions and construction loads and traffic, provide geosynthetic separation fabric as required on compacted subgrade for subbase support and separation of subbase and subgrade materials.
  - 5. Re-condition granular subbase of temporary roads and parking areas, including removing and properly disposing of granular material that has become intermixed with soil, re-grading, proof-rolling, compacting, and testing.

#### 3.2 TRAFFIC CONTROLS

- A. Traffic Controls:
  - 1. Provide temporary traffic controls in accordance with the approved Traffic Control Plan (Section 01 74 19 – “Waste Management and Disposal”), including, but not limited to, at intersections of temporary roads with each other and with parking areas, including intersections with other temporary roads, intersections with public roads, and intersections with permanent access roads at the Site.
  - 2. Provide temporary warning signs on permanent roads and drives and provide temporary “STOP” AND “TRUCKS ENTERING” signs for traffic on temporary roads where required and at entrances to public roadways.

3. Comply with requirements of authorities having jurisdiction. When such authority is the Department or facility manager, and no requirements are indicated, comply with the standard specifications of the state department of transportation in the area of the Project.

### 3.3 MAINTENANCE OF ROADS

#### A. General:

1. Maintain temporary roads and parking to continuously provide at the Site access for construction vehicles and trucks, Department and facility manager vehicles, deliveries for Department and facility manager, emergency vehicles, and parking areas for Department's and facility manager's personnel.
2. Public roads shall be passable at all times unless a road closure is allowed in writing by authority having jurisdiction.
3. When granular material of temporary roads and parking without hard surfacing become intermixed with soil or when temporary roads otherwise create a nuisance, remove intermixed granular-and-soil material and replace with clean granular material as required.
4. Provide snow and ice removal for temporary roads and parking areas.

#### B. Cleaning and Dust Control:

1. Cleaning: Clean paved surfaces over which construction vehicles travel.
2. Clean the following surfaces:
  - a. Roads within limits of the Project.
  - b. Permanent roads at the Site between the Site entrance and the work areas, and between the Site entrance and construction parking and staging areas.
  - c. Public roads that require sweeping and cleaning due to construction operations.
3. Dust Control:
  - a. Control dust resulting from construction activities to prevent nuisances at the Site and in nearby areas.

#### C. Protection of Underground Facilities: Comply with the General Conditions, as may be modified by the Supplementary Conditions, and other requirements of the Contract Documents.

### 3.4 REMOVALS AND RESTORATION

#### A. Removals:

1. Remove temporary roads, drives, walks, and parking areas that are not intended for, or acceptable for, integration into permanent pavement. Return areas of temporary roads, drives, walks, and parking to pre-construction condition unless otherwise required by the Contract Documents.
2. Remove temporary gates, fencing, and traffic controls associated with temporary roads and parking areas.
3. Where areas of temporary roads and parking will be permanently landscaped, remove pavement, granular subbase, geosynthetic (where required by Engineer), soil, and other materials that do not comply with the Contract Documents regarding fill, subsoil, and landscaping.
4. Remove and properly dispose of materials contaminated with oil, bitumen, and other petrochemical compounds resulting from Contractor's operations, and other substances that might impair growth of plants and lawns.

B. Restoration:

1. Repair or replace paving, curbs, gutters, and sidewalks affected by temporary roads and parking, and restore to required conditions in accordance with authorities having jurisdiction.
2. Restore to pre-construction conditions existing roads, walks, and parking areas damaged by Contractor, subject to approval of the Department of affected roads, drives, walks, and parking areas.

\* END OF SECTION 01 55 13 \*



## SECTION 01 57 33 – SECURITY

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. This Section includes general requirements for security at the Site, including accessing the Site, securing the Work, temporary fencing, and other requirements.
2. Contractor shall safely guard all the Work, the Project, materials, equipment, and property from loss, theft, damage, and vandalism until Substantial Completion, unless otherwise agreed upon by the parties.
3. Contractor's duty includes safely guarding Department's property in vicinity of the Work and Project, and other private property in the vicinity of the Project from injury and loss in connection with performance of the Project.
4. Employ watchmen as required to provide required security and prevent unauthorized entry.
5. Costs for security required under this Section shall be paid by Contractor.
6. Make no claim against Department for damage resulting from trespass.
7. Remedy damage to property of Department and others arising from failure to furnish adequate security.
8. Provide temporary fencing in accordance with the Contract Documents.
9. The Contractor is solely responsible for the security of the Engineer's and Contractor's work areas, equipment, materials, and supplies provided under this contract. Furthermore, Contractor is responsible for ensuring site visitors related to this contract are escorted as necessary (to get where they are going) and do not enter contaminated areas without authorization.
10. If the Contractor furnishes a uniformed watchman or other security personnel, the Contractor shall provide that person(s) with accommodations separate from the Department and Engineer. The Engineer will have the right of approval and rejection of the Contractor's security personnel.

## 1.2 SUBMITTALS

## A. Action Submittals: Submit the following:

1. Shop Drawings:
  - a. Temporary Fencing: Submit site plan drawings showing proposed locations and extent of temporary site security fencing and each breach therein.
2. Product Data:
  - a. Temporary Fencing: Manufacturer's literature, specifications, and installation instructions for temporary site security fencing proposed.
3. Qualifications:
  - a. Submit security firm experience and personnel resumes.
4. Routine Submittals
  - a. Submit monthly security logs.
  - b. Submit 3 copies of the site entrance/exit log and the watchman logs as part of the project record documents.

- B. Informational Submittals: Submit the following:
1. Employee Information: Submit to Department, as applicable under the supplementary conditions;
    - a. Format of employee background data.
    - b. Background data for employees to whom identification badges will be furnished.
    - c. Updated listing of personnel to whom identification badges have been issued. Submit updated listing within 24 hours of a change in the list or change in an employee's Site access status.

### 1.3 CONTRACTOR'S SITE ACCESS AND SECURITY PROCEDURES

- A. Comply with Section 01 55 13, Access Roads and Parking Areas.
- B. Comply with Department's security procedures and access restrictions at the Site throughout the Project. Comply with the following:
1. Personnel Identification:
    - a. All Contractor personnel, including Subcontractors, Suppliers, and others associated with the Project shall wear, at a visible location, at all times at the Site a durable, waterproof badge bearing Contractor's name, employer (if other than Contractor), employee's name and, as applicable, employee number.
  2. General Provisions Regarding Personnel Identification, as applicable under the Supplementary Conditions:
    - a. Prerequisites to Issuance of Personnel Identification Badges:
      - 1) Do not issue personnel identification badge until the person receiving the badge is documented by Contractor as:
        - a) Being eligible to perform work in the jurisdiction where the Project is located.
        - b) Has received all required safety instructions, training, and equipment.
        - c) Is known to Contractor as being qualified to perform the Work to which the person will be assigned.
    - b. Listing of Personnel to Whom Badges are Issued:
      - 1) Maintain and continuously update a listing or log of all personnel to whom personnel identification badges have been issued.
      - 2) Listing or log shall indicate each person's full name, home address, personal telephone number, employer name, and employer address and telephone number.
      - 3) Submit copy of listing or to Department in accordance with Article 1.2 of this Section.
  3. Parking:
    - a. Do not park outside of designated Contractor parking area.
    - b. Prepare and maintain parking area as required.

## PART 2 - PRODUCTS

### 2.1 TEMPORARY FENCING

- A. When security fencing or barriers are breached or temporarily removed for the Project, provide and maintain temporary security fencing equal to existing, unless otherwise specified, in manner satisfactory to Engineer and Department.

## PART 3 - EXECUTION

## 3.1 TEMPORARY FENCING

## A. Installation:

1. Provide temporary fencing for site security so that integrity of site security is maintained throughout the Project.
2. Install temporary fencing used for site security in accordance with the Contract Documents, Section 01 50 00 – “Temporary Facilities, Controls, and Decontamination” and fence manufacturer’s instructions.

## B. Maintenance:

1. Maintain temporary fencing throughout the Project.
2. Repair damage to temporary fencing and replace fencing when required to preserve Site security.

## C. Removal:

1. Remove temporary fencing when permanent site security fencing is in place and fully functional, or when otherwise directed or Engineer.

## 3.2 LOGS

## A. Site Entrance/Exit Log:

1. Log shall contain signed entry and exit record for project personnel and visitors.
2. Log shall record time of entry and exit and firm of the individual.

## B. Watchman Log/Activities:

1. Log shall record all security checks performed by security personnel and shall contain date and time, problem notes and Contractor personnel notified of problems. Allow inspection of log by Engineer or Department.

## C. Site Access/Control:

1. The Contractor shall be responsible for the control of all persons and vehicles entering and leaving the project site, and shall:
  - a. Require personnel to print full name and employer and sign in on entering the project site and to sign out when leaving and maintain the logs.
  - b. Maintain a log of project-related vehicles and equipment entering and leaving the work areas.
  - c. Persons not associated with the project will require the Engineer's acceptance to be admitted on site.
  - d. Maintain a log of visitors, separate from the project personnel log.
2. A log of all security incidents shall be maintained and furnished to the Engineer upon request.
3. The Contractor shall ensure that all warning signs are in place and temporary fences around work areas are closed and any breaks or gaps are attended immediately. The Engineer shall be informed immediately of any incident of vandalism in the work areas.
4. The Contractor shall contact law enforcement officials, emergency medical care units, local fire departments and utility emergency teams to ascertain the type of response required in any emergency situation and to coordinate the responses of the various units. A standard operating procedure describing security force response to foreseeable contingencies shall be

- developed. The Contractor shall also prepare and update a list of emergency points of contact, telephone numbers, radio frequencies, and call signs to ensure dependable responses.
5. The Contractor shall maintain a current list of authorized persons and shall submit copies of the updated list to the Engineer.

\* END OF SECTION 01 57 33 \*

## SECTION 01 58 00 PROJECT IDENTIFICATION AND SIGNS

### PART 1 - GENERAL

#### 1.1 DESCRIPTION

A. Scope:

1. Contractor shall furnish, install, and maintain temporary signage for Project identification and construction site information.
2. Temporary signs required are indicated in Part 2 of this Section.
3. Do not display any other temporary signs, other than those specified, without the prior approved of Department.

#### 1.2 QUALITY ASSURANCE

A. Qualifications:

1. Sign Painter:
  - a. Shall be a professional in the type of Work required, regularly engaged in work similar to that required.

#### 1.3 SUBMITTALS

A. Action Submittals: Submit the following:

1. Shop Drawings:
  - a. Layout of each sign (sign proof), indicating layout, text, font, character size, graphics (if any), type and grade of materials, including sign materials, supports, and bracing.
2. Product Data:
  - a. Specifications and product data for finishes proposed for use, when requested by Engineer.
3. Samples: Submit color Samples when requested by Engineer.

### PART 2 - PRODUCTS

#### 2.1 MATERIALS AND CONSTRUCTION

A. Performance Criteria:

1. Temporary signs, including supports and bracing, shall withstand sustained winds of 75 miles per hour.

B. Temporary Signage Required: Provide the following temporary signs:

1. Project Sign: as further defined in the project sign guidance attachment.

PART 3 - EXECUTION

3.1 INSTALLATION, MAINTENANCE, AND REMOVAL

A. Installation:

1. Location of signs shall be as shown or indicated on the Contract Documents, or as directed by Engineer. Signs shall be plainly visible to vehicular traffic.
2. Install signs in a neat, professional, workmanlike manner to withstand the performance criteria indicated in this Section.
3. Install signs within two weeks of Mobilization to the site.
4. Fasten sign, in a level position, securely to posts or fenceline. The center of the sign should be located approximately 6 to 7 feet from ground level.

B. Maintenance:

1. Maintain temporary signage so that signs are clean, legible, and upright.
2. Cut grass, weeds, and other plants so that temporary signs are not covered or obscured.
3. Repair and repaint damaged temporary signs.
4. Relocate signs as required by progress of the Project.

C. Remove temporary signage prior to final inspection of the Work, or when directed by Engineer.

## **Project Sign Guidance**

### **Sign Requirements**

**Sign Size:** Horizontal format – 96” wide by 48” high

### **Construction**

**Materials:** Aluminum or wood blank sign boards with vinyl sheeting.

**Content:** “New York State DEC logo”, “STATE SUPERFUND PROGRAM”, “Dearcop Farm Site”, “828016”, “New York State Department of Environmental Conservation”, “Governor Kathy Hochul”, “For More Information: [derweb@dec.ny.gov](mailto:derweb@dec.ny.gov)”.

### **Text and**

### **Color Scheme:**

New York State DEC Logo (Department to provide .eps file or equivalent)  
Green text (PANTONE 350C or CMYK 100/43/83/42)

STATE SUPERFUND PROGRAM (ALL CAPS)  
Green text (PANTONE 350C or CMYK 100/43/83/42)

Dearcop Farm Site  
Blue text (PANTONE 288C or CMYK 100/87/27/19)

Site No. 828016  
Blue text (PANTONE 288C or CMYK 100/87/27/19)

New York State Department of Environmental Conservation  
Green text (PANTONE 350C or CMYK 100/43/83/42)

Governor Kathy Hochul  
Black text (PANTONE Black 6 C or CMYK 100/61/32/96)

For More Information: [derweb@dec.ny.gov](mailto:derweb@dec.ny.gov)  
Blue text (PANTONE 288C or CMYK 100/87/27/19)

### **Type**

### **Specifications:**

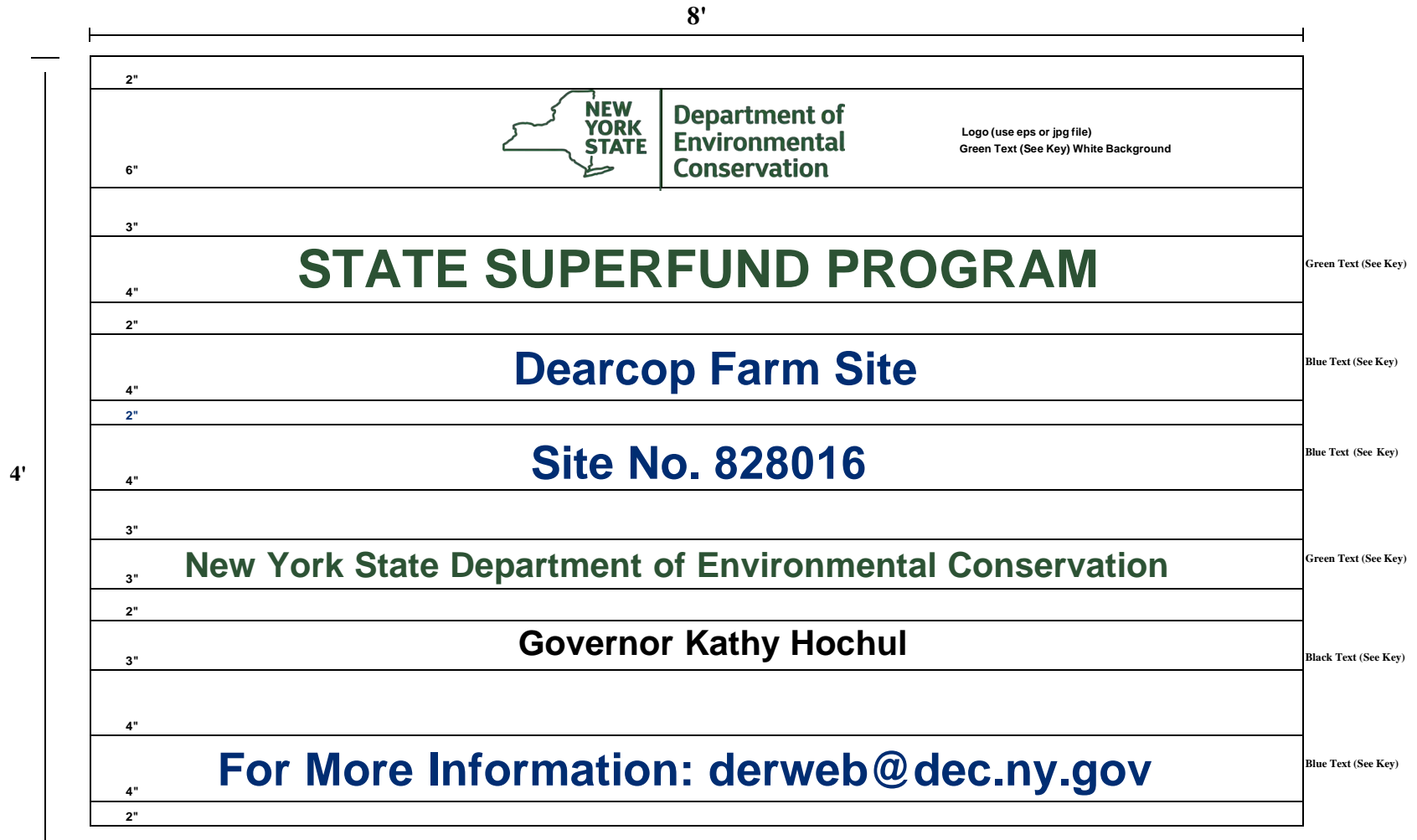
All Font is: Ariel  
Format is: Center each line of copy with initial caps and small letters

### **Production**

**Notes:** 96” wide x 48” high aluminum blanks will be covered with vinyl sheeting to achieve background color. Copy and logo will be silkscreened on this surface.

**Sign Format:** See following page.

# Project Sign Format



Color Key for Text

- Green Text = Pantone 350C or CMYK 80/43/83/42
- Blue Text = Pantone 288C or CMYK 100/87/27/19
- Black Text = Pantone Black 6 C or CMYK 100/61/32/96



Dearcop Farm Site

\* END OF SECTION 01 58 00 \*

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## SECTION 01 62 00 – PRODUCT OPTIONS

## PART 1 - GENERAL

## 1.1 DESCRIPTION

- A. Scope:
  - 1. This Section includes:
    - a. Contractor's options for selecting materials and equipment.
    - b. Requirements for consideration of "or-equal" materials and equipment as further defined in the General Conditions.

## 1.2 PRODUCT OPTIONS

- A. For materials and equipment specified only by reference standard or description, without reference to Supplier, furnish materials and equipment complying with such standard, by a Supplier or from a source that complies with the Contract Documents.
- B. For materials and equipment specified by naming one or more items or Suppliers, furnish the named materials and equipment that comply with the Contract Documents, unless an "or-equal" or substitute item is approved by Engineer.
- C. For materials and equipment specified by naming one or more items or Suppliers and the term, "or-equal", when Contractor proposes a material or equipment item or Supplier as an "or-equal", submit to Engineer a request for approval of an "or-equal" item or Supplier.

## 1.3 "OR-EQUAL" ITEMS

- A. Procedure:
  - 1. For proposed materials and equipment not named in the Contract Documents and considered as an "or-equal" in accordance with the General Conditions, Contractor shall request in writing Engineer's approval of the "or-equal".
  - 2. Request for approval of an "or-equal" item shall accompany the Shop Drawing or product data submittal for the proposed item
- B. Requests for approval of "or-equals" shall include:
  - 1. Contractor's written request that the proposed item be considered as an "or-equal" in accordance with the General Conditions, accompanied by Contractor's certifications required in the General Conditions.
  - 2. Documentation adequate to demonstrate to Engineer that proposed item does not require extensive revisions to the Contract Documents, that proposed item is consistent with the Contract Documents, and that proposed item will produce results and performance required in the Contract Documents, and that proposed item is compatible with other portions of the Work.
  - 3. Detailed comparison of significant qualities of proposed item with the materials and equipment and manufacturers named in the Contract Documents. Significant qualities

include attributes such as performance, weight, size, durability, visual effect, and specific features and requirements shown or indicated.

4. Evidence that proposed item's manufacturer will furnish warranty equal to or better than that specified, if any.
5. List of similar installations for completed projects with project names and addresses, and names and address of design professionals and owners, when requested.
6. Samples, when requested by Engineer.
7. Other information requested by Engineer.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

\* END OF SECTION 01 62 00 \*

## SECTION 01 65 00 – PRODUCT DELIVERY REQUIREMENTS

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. This Section includes general requirements for preparing for shipping, delivering, and handling materials and equipment to be incorporated into the Work.
2. Contractor shall make all arrangements for transporting, delivering, and handling of materials and equipment required for prosecution and completion of the Work.
3. When required, move stored materials and equipment without changes to the Contract Price or Contract Times.

## 1.2 SUBMITTALS

- A. Refer to individual Specifications Sections for submittal requirements relative to delivering and handling materials and equipment.

## 1.3 PREPARING FOR SHIPMENT

- A. When practical, factory-assemble materials and equipment. Mark or tag separate parts and assemblies to facilitate field-assembly. Cover machined and unpainted parts that may be damaged by the elements or climate with strippable, protective coating.
- B. Package materials and equipment to facilitate handling, and protect materials and equipment from damage during shipping, handling, and storage. Mark or tag outside of each package and crate to indicate the associated purchase order number, bill of lading number, contents by name, Department's contract designation, Contractor name, equipment number, and approximate weight. Include complete packing lists and bills of materials with each shipment.
- C. Protect materials and equipment from exposure to the elements and damage by climate and keep thoroughly dry and dust-free at all times. Protect painted surfaces against impact, abrasion, discoloration, and other damage. Lubricate bearings and other items requiring lubrication in accordance with manufacturer's instructions.
- D. Do not ship materials and equipment until:
  1. Related Shop Drawings, Samples, and other submittals required by the Contract Documents have been approved or accepted (as applicable) by Engineer, including, but not necessarily limited to, all Action Submittals associated with the materials and equipment being delivered.
  2. Manufacturer's instructions for handling, storing, and installing the associated materials and equipment have been submitted to and accepted by Engineer in accordance with the Specifications.
  3. Results of source quality control testing (factory testing), when required by the Contract Documents for the associated materials or equipment, have been submitted to and accepted by Engineer.

4. Facilities required for handling materials and equipment in accordance with the Contract Documents and manufacturer's instructions are in place and available.
5. Required storage facilities have been provided.

#### 1.4 DELIVERY

##### A. Scheduling and Timing of Deliveries:

1. Arrange deliveries of materials and equipment in accordance with the Progress Schedule accepted by Engineer and in ample time to facilitate inspection and observation prior to installation.
2. Schedule deliveries to minimize space required for and duration of storage of materials and equipment at the Site or other delivery location, as applicable.
3. Coordinate deliveries to avoid conflicting with the Work and conditions at Site, and to accommodate the following:
  - a. Work of other contractors and Department.
  - b. Storage space limitations.
  - c. Availability of equipment and personnel for handling materials and equipment.
  - d. Department's use of premises.
4. Deliver materials and equipment to the Site during regular working hours.
5. Deliver materials and equipment to avoid delaying the Work and the Project, including work of other contractors, as applicable. Deliver anchor system materials, including anchor bolts to be embedded in concrete or masonry, in ample time to avoid delaying the Work.

##### B. Deliveries:

1. Shipments shall be delivered with Contractor's name, Subcontractor's name (if applicable), Site name, Project name, and contract designation clearly marked.
2. Site may be listed as the "ship to" or "delivery" address; but Department shall not be listed as recipient of shipment unless otherwise directed in writing by Engineer.
3. Provide Contractor's telephone number to shipper; do not provide Department's telephone number.
4. Arrange for deliveries while Contractor's personnel are at the Site. Contractor shall receive and coordinate shipments upon delivery. Shipments delivered to the Site when Contractor is not present will be refused by Department, and Contractor shall be responsible for the associated delays and additional costs, if incurred.
5. Comply with Section 01 35 43.13 – "Environmental Procedures for Hazardous Materials".

##### C. Containers and Marking:

1. Have materials and equipment delivered in manufacturer's original, unopened, labeled containers.
2. Clearly mark partial deliveries of component parts of materials and equipment to identify materials and equipment, to allow easy accumulation of parts, and to facilitate assembly.

##### D. Inspection of Deliveries:

1. Immediately upon delivery, inspect shipment to verify that:
  - a. Materials and equipment comply with the Contract Documents and approved or accepted (as applicable) submittals.
  - b. Quantities are correct.
  - c. Materials and equipment are undamaged and of the required quality.
  - d. Containers and packages are intact and labels are legible.

- e. Materials and equipment are properly protected.
- 2. Promptly remove damaged materials and equipment from the Site and expedite delivery of new, undamaged materials and equipment, and remedy incomplete or lost materials and equipment. Furnish materials and equipment in accordance with the Contract Documents, to avoid delaying progress of the Work.
- 3. Advise Engineer in writing when damaged, incomplete, or defective materials and equipment are delivered, and advise Engineer of the associated impact on the Progress Schedule.

1.5 HANDLING OF MATERIALS AND EQUIPMENT

- A. Provide equipment and personnel necessary to handle materials and equipment, including those furnished by Department, by methods that prevent soiling or damaging materials and equipment and packaging.
- B. Provide additional protection during handling as necessary to prevent scraping, marring, and otherwise damaging materials and equipment and surrounding surfaces.
- C. Handle materials and equipment by methods that prevent bending and overstressing.
- D. Lift heavy components only at designated lifting points.
- E. Handle materials and equipment in safe manner and as recommended by the manufacturer to prevent damage. Do not drop, roll, or skid materials and equipment off delivery vehicles or at other times during handling. Hand-carry or use suitable handling equipment.

PART 2 - PART 2 – PRODUCTS – NOT USED

PART 3 - PART 3 – EXECUTION – NOT USED

\* END OF SECTION 01 65 00 \*

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## SECTION 01 66 00 – PRODUCT STORAGE AND HANDLING REQUIREMENTS

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. This Section includes general requirements for storing and protecting materials and equipment.
2. Contractor shall provide all labor, materials, tools, equipment, and incidentals to store and handle materials and equipment to be incorporated into the Work, and other materials and equipment at the Site.

## 1.2 STORAGE

## A. Store and protect materials and equipment in accordance with manufacturer's recommendations and the Contract Documents.

## B. General:

1. Contractor shall make all arrangements and provisions necessary for, and pay all costs for, storing materials and equipment.
2. Excavated materials, construction equipment, and materials and equipment to be incorporated into the Work shall be placed to avoid injuring the Work and existing facilities and property, and so that free access is maintained at all times to all parts of the Work and to public utility installations in vicinity of the Work.
3. Store materials and equipment neatly and compactly in locations that cause minimum inconvenience to Department, facility manager, other contractors, public travel, and tenants, and occupants of adjoining property.
4. Arrange storage in manner to allow easy access for inspection by Engineer.

## C. Storage Location:

1. Areas available at the Site for storing materials and equipment are shown or indicated in the Contract Documents, or as acceptable to Engineer.
2. Restrictions:
  - a. Do not store materials or equipment in structures being constructed unless approved by Engineer in writing.
  - b. Do not use lawns or other private property for storage without written permission of the Department or other person in possession or control of such premises.

## D. Protection of Stored Materials:

1. Store materials and equipment to become Department's property to ensure preservation of quality and fitness of the Work, including proper protection against damage by freezing, moisture, and with outdoor ambient air high temperatures as high as 120 degrees F; temperature and humidity inside crates, containers, storage sheds, and packaging may be significantly higher than the outdoor ambient air temperature.

2. Store in indoor, climate-controlled storage areas all materials and equipment subject to damage by moisture, humidity, heat, cold, and other elements, unless otherwise acceptable to Department.
3. When placing orders to Suppliers for equipment and controls containing computer chips, electronics, and solid-state devices, Contractor shall obtain, coordinate, and comply with specific temperature and humidity limitations on materials and equipment, because temperature inside cabinets and components stored in warm temperatures can approach 200 degrees F.
4. Contractor shall be fully responsible for loss or damage (including theft) to stored materials and equipment.
5. Do not open manufacturer's containers until time of installation, unless recommended by the manufacturer or otherwise specified in the Contract Documents.
6. Comply with requirements of Article 1.3 of this Section.

### 1.3 PROTECTION – GENERAL

- A. Equipment to be incorporated into the Work shall be boxed, crated, or otherwise completely enclosed and protected during shipping, handling, and storage, in accordance with Section 01 65 00 – “Product Delivery Requirements”.
- B. Store all materials and equipment off the ground (or floor) on raised supports such as skids or pallets.
- C. Protect painted surfaces against impact, abrasion, discoloration, and other damage. Painted equipment surfaces that are damaged or marred shall be repainted in their entirety in accordance with equipment manufacturer and paint manufacturer requirements, to the satisfaction of Engineer.
- D. Protect electrical equipment, controls, and instrumentation against moisture, water damage, humidity, heat, cold, and dust. Space heaters provided in equipment shall be connected and operating at all times until equipment is placed in operation and permanently connected.

### 1.4 UNCOVERED STORAGE

- A. The following types of materials may be stored outdoors without cover on supports so there is no contact with the ground:
  1. Reinforcing steel.
  2. Precast concrete materials.
  3. Structural steel.
  4. Metal stairs.
  5. Handrails and railings.
  6. rating.
  7. Checker plate.
  8. Metal access hatches.
  9. Castings.
  10. Fiberglass items.
  11. Rigid electrical conduit, except PVC-coated conduit.
  12. Piping, except PVC or chlorinated PVC (CPVC) pipe.

### 1.5 COVERED STORAGE

- A. The following materials and equipment may be stored outdoors on supports and completely covered with covering impervious to water:
  - 1. Grout and mortar materials.
  - 2. Masonry units.
  - 3. Rough lumber.
  - 4. Soil materials and granular materials such as aggregate.
  - 5. PVC and CPVC pipe.
  - 6. PVC-coated electrical conduit.
  - 7. Filter media.
- B. Tie down covers with rope and install covering properly sloped to prevent accumulation of water.
- C. Store loose granular materials, with covering impervious to water, in well-drained area or on solid surfaces to prevent mixing with foreign matter.

### 1.6 FULLY PROTECTED STORAGE

- A. Store all material and equipment not indicated in Articles 1.4 and 1.5 of this Section on supports in buildings or trailers that have concrete or wooden flooring, roof, and fully-closed walls on all sides. Covering with visquine plastic sheeting or similar material in space without floor, roof, and walls is unacceptable. Comply with the following:
  - 1. Provide heated storage for materials and equipment that could be damaged by low temperatures or freezing.
  - 2. Provide air-conditioned storage for materials and equipment that could be damaged by high temperatures or humidity.
  - 3. Protect mechanical and electrical equipment from being contaminated by dust, dirt, and moisture.
  - 4. Maintain humidity at levels recommended by manufacturers for electrical and electronic equipment.

### 1.7 HAZARDOUS MATERIALS AND EQUIPMENT

- A. Prevent contamination of personnel, storage areas, and the Site. Comply with Laws and Regulations, manufacturer's instructions, Section 01 35 29 – "Contractor's Health and Safety Plan" and Section 01 35 43.13 – "Environmental Procedures for Hazardous Materials", and other provisions of the Contract Documents.

### 1.8 MAINTENANCE OF STORAGE

- A. On a scheduled basis, periodically inspect stored materials and equipment to ensure that:
  - 1. Condition and status of storage facilities is adequate to provide required storage conditions.
  - 2. Required environmental conditions are maintained on continuing basis.
  - 3. Materials and equipment exposed to elements are not adversely affected.

1.9 RECORDS

- A. Keep up-to-date account of materials and equipment in storage to facilitate preparation of Applications for Payment, if the Contract Documents provide for payment for materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

\* END OF SECTION 01 66 00 \*

## SECTION 01 71 23 – FIELD ENGINEERING

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. This Section includes field engineering, surveying, and layouts by Contractor, and associated requirements. This Section supplements the Agreement and General Conditions' provisions on reference points and other matters.
2. Contractor shall provide field engineering services, surveying and layout services, and professional services of the types indicated for the Project, including:
  - a. Furnishing civil, structural, and other delegated professional engineering services specified or required to execute Contractor's construction methods.
  - b. Developing and making all detail surveys and measurements required for construction; including slope stakes, batter boards, and all other working lines, elevations, and cut sheets.
  - c. Providing materials required for benchmarks, control points, batter boards, grade stakes, structure and pipeline elevation stakes, and other items.
  - d. Keeping a total station; survey grade global positioning system (GPS); leveling instrument; and related surveying equipment at the Site at all times and having a skilled instrument person available when necessary for laying out the Work.
  - e. Being solely responsible for all locations, dimensions and levels. No data other than Change Order, Work Change Directive, or Field Order shall justify departure from dimensions and levels required by the Contract Documents.
  - f. Rectifying all Work improperly installed because of not maintaining, not protecting, or removing without authorization established reference points, stakes, marks, and monuments.
  - g. Providing such facilities and assistance necessary for Engineer and/or Department to check lines and grade points placed by Contractor. Do not perform excavation or embankment work until all cross-sectioning necessary for determining payment quantities for Unit Price Work have been completed and accepted by Engineer.
  - h. All survey work shall be certified by a New York State Professional Land Surveyor (PLS).
  - i. PLS shall also work with contractor to develop a Quality Assurance program and necessary certification of GPS guided equipment to ensure accuracy. The use of GPS data from equipment will not replace the required record surveys.

## B. Coordination:

1. Review requirements of this and other Sections and coordinate installation of items to be installed with or before field engineering, surveying, and layout Work.

## 1.2 SUBMITTALS

## A. Informational Submittals: Submit the following:

1. Certificates:

- a. When requested by Engineer, submit certificate signed by professional engineer or professional surveyor, as applicable, certifying that elevations and locations of the Work comply with the Contract Documents. Explain each deviation, if any.
2. Field Engineering:
  - a. Submit daily reports as indicated in this Section.
  - b. When requested by Engineer, submit documentation verifying accuracy of field engineering.
3. Surveying:
  - a. Submittals shall be in accordance with Section 02 21 00 – “Surveys”.
4. Qualifications Statements:
  - a. Field Engineer: Name, employer, and professional address. When requested by Engineer, submit qualifications, including resume’.
  - b. Surveyor: Name, employer, and professional address of firm, and resumes of each professional land surveyor and crew chief that will be engaged in survey Work. Submit not less than 10 days prior to beginning survey Work. During the Project, submit resume for each new registered, licensed land surveyor and crew chief employed by or retained by Contractor not less than 10 days prior to starting on the survey Work.

### 1.3 CONTRACTOR’S ENGINEERS

#### A. Qualifications of Field Engineer:

1. Employ and retain at the Site a field engineer with experience and capability of performing all field engineering tasks required of Contractor, as indicated in this Article and elsewhere in the Contract Documents.
2. Contractor’s field engineer shall possess experience performing duties similar in scope and extent to those required of Contractor’s field engineer on this Project. Qualifications of the Contractor’s field engineer shall be subject to review and approval by the Department.

#### B. Responsibilities of Contractor’s Field Engineer:

1. Daily Reports:
  - a. Prepare and maintaining daily reports of activity on the Contract. Submit reports to Engineer including the following information:
    - 1) Number of employees at the Site.
    - 2) Number employees at the Site for each Subcontractor.
    - 3) Breakdown of employees by trades.
    - 4) Major equipment and materials installed as part of the Work.
    - 5) Major construction equipment utilized.
    - 6) Location of areas in which construction was performed.
    - 7) Materials and equipment delivered to the Site or suitable, offsite storage location.
    - 8) Work performed, including field quality control and testing.
    - 9) Weather conditions.
    - 10) Safety concerns, events, and precautions taken.
    - 11) Delays encountered, extent of delay incurred, reasons for the delay, and measures that will be taken to rectify delays encountered.
    - 12) Acknowledgement of specific instructions received from Engineer or Department.
  - b. Daily reports shall be signed and dated by responsible member of Contractor’s staff, such as Contractor's project manager, field engineer, or superintendent, or foreman designated by Contractor as having authority to sign daily reports.

- c. Submit Contractor's daily reports in accordance with Section 01 31 26 – "Electronic Communication Protocols", by 9:00 a.m. the next working day after the day covered in the associated report.
  2. Continually inspect the Work to ensure that the quality and quantities required by the Contract Documents are provided.
  3. Cooperate as required with Engineer in observing the Work and performing field inspections.
  4. Check and coordinate the Work for conflicts and interferences, and immediately advise Engineer of all discrepancies of which Contractor is aware.
  5. Maintain field office files and drawings, record documents, and coordinate field engineering services with Subcontractors and Suppliers as appropriate, and other prime contractors (if any).
  6. Prepare layout and coordination drawings for construction operations.
  7. Review and coordinate the Work with Shop Drawings and Contractor's other submittals approved or accepted, as applicable, by Engineer.
- C. Professionals Retained by Contractor (whether or not stationed at the Site):
  1. Delegated Professional Design Services:
    - a. Where the Contract Documents require Contractor to furnish professional engineering or architecture services as delegated professional design, the provisions of the General Conditions regarding delegated professional design services, and the Contract Documents' requirements applicable to the specific delegated professional design, shall apply.
  2. Professional Services that are Not Delegated as Professional Design of the Completed Work:
    - a. Where the Contract Documents require that the Contractor retain a design professional for to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences and procedures (including temporary construction that will not remain as part of the completed Work), such services shall be performed by a registered professional of the discipline required for specific service on the Project, with valid license in the same jurisdiction as the Site.
    - b. Department and Engineer shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, and approvals performed by such design professionals.

#### 1.4 CONTRACTOR'S SURVEYOR

- A. Qualifications:
  1. Employ or retain the services, as needed, at the Site a surveyor with experience and capability of performing surveying and layout tasks required in the Contract Documents and as required for the Work. Surveyor qualifications will be subject to review and acceptance by the Engineer.
  2. Surveyor shall be a professional land surveyor registered and licensed in the State of New York.
- B. Responsibilities of Contractor's Surveyor as a supplement to Section 02 21 00 – "Surveys":
  1. Providing required surveying equipment, including transit, theodolite, or total station; level; stakes; and surveying accessories.
  2. Establishing required lines and grades for constructing all facilities, structures, pipelines, and site improvements, including outdoor electrical equipment and feeders.
  3. Preparing and maintaining professional-quality, accurate, well-organized, legible notes of all measurements and calculations made while surveying and laying out the Work.

4. Prior to backfilling operations, survey, locate, and record on a copy of the Contract Documents accurate representation of buried Work and Underground Facilities provided and encountered.
5. Locate on a site plan the actual location of above-ground Work to be indicated on record documents.
6. Complying with requirements of the Contract Documents relative to surveying and related Work, including requirements of this Section's Articles 1.5 and 3.1.
7. Prepare all surveys in AutoCAD format. Coordinate version with Engineer.

## 1.5 RECORDS

### A. Records – General:

1. Maintain at the Site a complete and accurate log of control and survey Work as such Work progresses.

### B. Field Books and Records:

1. Survey data and records shall be in accordance with recognized professional surveying standards, Laws and Regulations, and prevailing standards of practice in the locality where the Site is located.

### C. Initial Survey:

1. Provide initial survey in accordance with Section 02 21 00 – “Surveys”.

### D. Site Control:

1. Provide site control in accordance with Section 02 21 00 – “Surveys”.

### E. Payment Surveys:

1. Surveys required for the verification of payment quantities will be signed and sealed by the professional surveyor.
2. Compute the coordinates of each surveyed point on the New York State Plane Coordinate System using the 1983 North American Datum. The elevations shall be on the National Geodetic Vertical Datum.

### F. Certified Survey of Surface Structures:

1. Upon completion of foundation walls and major site improvements, prepare a certified survey, signed and sealed by professional surveyor, showing or indicating dimensions, locations, angles and elevations of construction and locations and elevations of Underground Facilities installed and encountered during the Work.
2. Compute the coordinates of each surveyed point on the New York State Plane Coordinate System using the 1983 North American Datum. The elevations shall be on the National Geodetic Vertical Datum.
3. During construction of any concrete slab, the subbase will be surveyed before installation of the concrete, and the concrete surface will be surveyed.
4. Well locations and their corresponding elevations of the top of casing shall be surveyed in.



PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 SURVEYING

A. Reference Points:

1. Refer the General Conditions, as may be modified by the Supplementary Conditions, for requirements regarding reference points.
2. Department's established reference points that are damaged or destroyed by Contractor will be re-established by Department at Contractor's expense. Department may deduct from payments owed Contractor such amounts as set-offs in accordance with the Contract Documents.
3. From Department-established reference points, establish lines, grades, and elevations necessary to control the Work. Obtain measurements required for executing the Work to tolerances specified in the Contract Documents.
4. Establish, place, and replace as required, such additional stakes, markers, and other reference points necessary for control, intermediate checks, and guidance of construction operations.

B. Surveys to Determine Quantities for Payment:

1. For each application for progress payment, perform such surveys and computations necessary to determine quantities of Work performed or placed. Perform surveys necessary for Engineer to determine final quantities of Work in place.
2. Notify Engineer not less than 24 hours before performing survey services for determining quantities to be included in Application for Payment. Unless waived in writing by Engineer, perform quantity surveys in presence of Engineer or Resident Project Representative (if any).

C. Construction Surveying:

1. Construction surveying shall be in accordance with Section 02 21 00 – “Survey”

D. Accuracy:

1. Accuracy shall be in accordance with Section 02 21 00 – “Surveys”.

\* END OF SECTION 01 71 23 \*

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## SECTION 01 76 50 – NUISANCE CONTROLS, MANAGEMENT AND CORRECTIVE MEASURES

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. This Section includes requirements for managing, controlling nuisance issues and associated corrective measures during construction. Consideration of equipment noise, vibration levels shall be part of each stage of project planning.
2. The work zones for this project are on, adjacent to or in close proximity to sensitive receptors such as schools and residential properties. The Department has zero tolerance for nuisance emissions, including fugitive dust, noise, vibration, turbidity, disruptive lighting or other situations which may give rise to complaints from the community.
3. The requirements presented in this specification supplement other nuisance monitoring requirements in the contract, e.g. air monitoring. This specification does not relieve the Contractor from other contract requirements and where there is a conflict in monitoring requirements, the more stringent action level shall be applied.
4. The Contractor is responsible for developing means and methods as well as accounting for these requirements or proposing alternate best management practices which meet the intent of these provisions (i.e., minimizing nuisance conditions which may adversely impact the public or the environment through appropriate engineering controls).

## B. Performance Requirements:

1. The intent of this Section is to document and formalize the Contractor's plan for managing, controlling nuisance issues and associated corrective measures during construction per the Contract Documents.
2. The Contractor shall provide advance notification to the community of any work activities that will generate nuisances in accordance with this specification. The minimum notification period is 48 hours before noisy work is scheduled. Longer notification periods of a week or more may apply to work likely to exceed the Local regulation noise or other levels or at the start of a project.
3. The point of compliance for fugitive dust, turbidity, vibration, noise, lighting or other nuisance management issues will be at the limit of the work zone. At the point of compliance, no visible dust (or visible contrast in water clarity) is allowed. Complaints from the community will result in work stoppage until corrective measures are implemented to the satisfaction of the Engineer.
4. The Contractor shall provide a competent and reliable community relations liaison, who shall not be replaced without written approval of Department. The community relations liaison will be the Contractor's representative and shall interface with the Engineer's communications representative and the Department's Public Participation Specialist. The intent is to increase public awareness and understanding of remedial activities taking place in their community, as well as understand environmental data developed during the project.

## 1.2 REFERENCES

- A. 42 US Code, Chapter 65 Noise Control

- B. Local Government Noise Ordinances
- C. Turbidity - 6NYCRR 703.2 - No increase that will cause a substantial visible contrast to natural conditions.
- D. Light Trespass – In accordance with Local Ordinances
- E. Odor - TITLE 6. DEPARTMENT OF ENVIRONMENTAL CONSERVATION CHAPTER III. AIR RESOURCES SUBCHAPTER A. PREVENTION AND CONTROL
- F. OF AIR CONTAMINATION AND AIR POLLUTION - Air pollution is the presence of an air contaminant, including odor, "which unreasonably interferes with the comfortable enjoyment of life and property."
- G. Fugitive Dust - Clean Air Act - Particulate Matter (PM) Air Quality Standards.
- H. Vibration – New York State Department of Transportation Engineering Instruction 05- 045.

### 1.3 SUBMITTALS

- A. Nuisance Controls and Management Plan
  1. Plan to provide advance notification
  2. Nuisance monitoring plan
  3. Complaint resolution approach (and Summary Form)
  4. Issues of concern with existing and anticipated nuisances must be defined within the Nuisance Control and Management Plan, including the Contractor's resolution to complete the work of the Contract Documents
  5. Community Air Monitoring Program in accordance with Section 01 35 29 – "Contractor's Health and Safety Plan" and consistent with the Site Management Plan Protocols
- B. The CONTRACTOR shall develop a one-page summary of general practices for nuisance management and clearly display on site. Operating hours, delivery times, truck routes, and extra considerations for works during sensitive times could also be included in the summary.
- C. Monitoring Reports

### PART 2 - PRODUCTS – NOT USED

### PART 3 - EXECUTION

#### 3.1 COMMUNITY CONSULTATION

- A. Community consultation is an essential part of managing nuisances associated with the construction project. All communications shall be coordinated with the Engineer and the Department.

- B. Contractor shall:
1. Establish good working relationships with community stakeholders such as nearby residents, the school district, and businesses.
  2. Give and receive feedback on construction activity and performance during a project,
  3. discuss the community's concerns and be proactive in complaint resolution.
  4. As part of a community consultation strategy, neighboring premises shall be given written notification of upcoming work activities in their vicinity. The information should outline the type and duration of works, likely nuisance impacts, and provide contact details (mobile phone number of Community Liaison Person) for feedback and/or complaints resolution.
  5. The minimum notification period shall be 48 hours before noisy work is scheduled. Longer notification periods of a week or more may apply to work likely to exceed the Local regulation noise or other levels or at the start of a project.
  6. Methods of notification for work and ongoing communication about project progress can include:
    - a. letterbox drops
    - b. meetings
    - c. individual contact
    - d. direct emails to all stakeholders.

### 3.2 COMPLAINT RESOLUTION

- A. The contractor shall immediately notify DEPARTMENT and the ENGINEER and respond respectfully to a complaint and implement all feasible and reasonable measures to address the issue.
- B. It is particularly important to respond when the complaint refers to disturbed sleep and/or noise that is tonal (beeping, metal-on-metal), impulsive (hammering, pile driving) or low frequency (truck engine, heavy machinery).
- C. The contractor shall have a readily accessible contact point (mobile phone number of Community Liaison Person) for managing complaints. The contractor shall call back as soon as possible, and then maintain communication about how the issue is to be resolved.
- D. The complaint management process shall be well documented, with details about the following:
1. the nuisance in question
  2. the time of the complaint and the person making it.
  3. the person dealing with the complaint and planned corrective action.
  4. how resolution of the complaint is to be communicated to the person who made the complaint, the community, and the Engineer
  5. who shall be contacted if the complaint cannot be resolved, and
  6. the time taken for responses.

### 3.3 SCHEDULING WORK AND RESPITE PERIODS

- A. In general, the instance and duration of work expected to adversely disturb the community should be minimized. This is particularly important for night and other out- of-hours work.
- B. Scheduling work to provide respite and avoid sensitive times is a vital part of responsible nuisance management.

- C. The following are examples of sensitive times that may require special consideration:
  - 1. resident sleep periods
  - 2. shopping plaza deliveries
  - 3. school activities (e.g. outdoor classes, sporting events, exams, etc.)
- D. The contractor shall consult with affected parties, such as the examples given above, and then arrange appropriate periods of respite from work likely to disturb them. The scheduled respite times shall then be communicated to the relevant parties.
- E. On a typical weekday, more frequent respite periods shall be provided where possible, especially during very disturbing work. For example, a break of 15-20 minutes for every hour of jack-hammering may be a suitable way to manage noise impacts, if there has been appropriate communication.
- F. The Contractor shall consider the option of relocating people for short periods of time, such as when high noise levels from construction occur at night and there is no other feasible or reasonable way to reduce noise levels.
- G. The contractor shall weigh the benefits of avoiding sensitive periods against the increased costs and additional time taken on the job. Explaining the various options to affected parties will help develop a fair and balanced approach.

### 3.4 WORK PRACTICES

- A. General:
  - 1. Contractor shall communicate nuisance reduction commitments to staff. Workers and sub-contractors shall be trained to follow nuisance management practices. Nuisance management issues shall be integrated into H&S “tail-gate” meetings.
  - 2. The Contractor shall develop a one-page summary of general practices for nuisance management and clearly display on site. Operating hours, delivery times, truck routes, and extra considerations for works during sensitive times could also be included in the summary. Workers shall be reminded about these commitments during daily “tail-gate” meetings.
  - 3. Monitoring - The contractor shall periodically check the site and local area for nuisance problems and actively manage nuisance issues before and as they arise.
- B. Noise and Vibration:
  - 1. The Contractor shall implement work practices to reduce noise complaints, particularly important at night or during sensitive times.
  - 2. General construction activities shall be carried out in the following ways:
    - a. Minimize metal-on-metal contact.
    - b. Avoid dropping items from a height.
    - c. Use equipment sensibly: Turn off equipment when not in use. Throttle settings shall be reduced if possible.
    - d. Require appropriate staff conduct: Staff shall not use loud radios and/or stereos outdoors during sensitive times, such as early in the morning in a residential area. Shouting or swearing, loud talking and slamming vehicle doors should be avoided.
    - e. Public Announcement (PA) systems are not allowed.
    - f. Use noise shields/acoustic curtains around higher noise operations.
    - g. Manage truck noise: Noise from trucks is a common issue, especially near residences. Scheduling and management of truck movements is important to

- reduce issues associated with reverse beepers, engine noise and general off-site activity.
- h. Plant and equipment – Contractor shall endeavor to use low-noise, low- vibration well-maintained equipment where feasible and reasonable.
  - i. Equipment Selection - Consideration of equipment noise and vibration levels shall be part of each stage of project planning and contract specification.
3. The Contractor shall evaluate different types of equipment that do the same job and compare the noise and vibration level data. Noise and vibration emission labels are often provided on equipment and can be used to assist in this process. The following items shall be considered in the evaluation; high-quality mufflers, acoustic enclosures, low-noise tool bits/blades and inquire from suppliers about lower-noise equipment.
  4. Alternative equipment - Compressors for pneumatic equipment shall be silenced, enclosed and located appropriately. Hydraulic or electrical equipment shall be considered as viable alternatives. Care must be taken with the location of any generators and supply lines when electrical equipment is proposed to be used to replace diesel or petrol engines. Impacts from noisy excavation and demolition works shall be reduced by alternative work methods.
  5. Maintenance - A key commitment for any project is to ensure that:
    - a. Equipment is not operated if maintenance or repairs would eliminate or significantly reduce a characteristic of noise, vibration or other disturbance resulting from its operation’.
    - b. Equipment shall be in good working order, and where there is a fault or maintenance issue creating the disturbance, it must be dealt with before it is used.
    - c. Contractor shall regularly check the condition of mufflers, enclosures and air lines, for example, to make sure they are in good working order and that there are no gaps or leaks. An ongoing inspection and maintenance process shall be established and included in the Work Plan.
    - d. Equipment that is causing excessive nuisance impacts in a manner that is not typical for the equipment shall be removed from the site.
  6. Alternatives to traditional ‘beeper’ alarms.
  7. The traditional ‘beeper’ alarms for mobile equipment can create a nuisance during projects where there is a lot of movement (such as prolonged use of scissor lifts) or if works are being conducted at night.
  8. Some examples of alternatives that are less disturbing include:
    - a. ‘Smart alarms’ that adjust their volume depending on the ambient level of noise. These are particularly useful during operations in quieter suburban areas, where other noise on the site is less, or when works take place during quieter periods such as early morning.
    - b. ‘Broadband’ or ‘quacker’ alarms. These emit a less annoying sound and are more directional. This means the sound is focused to the area of concern and is less likely to travel to noise-sensitive areas.
    - c. The use of these alternative technologies must be:
      - 1) Determined by a competent person based on an assessment of the site, its conditions and on the machines involved.
      - 2) Compatible with the machines so it does not adversely affect their operation.
      - 3) Accompanied by specific procedures for installation and maintenance to ensure correct operation.
      - 4) Communicated to all site staff to ensure they are aware of the new alarm and how it works.
      - 5) The requirements of relevant occupational health and safety must be complied with in all cases.

- C. Site planning, barriers and layout:
1. Disturbances shall be managed by appropriately arranging site orientation and operations. These principles need to be addressed during early project stages, when there is greater flexibility to plan for nuisance management.
- D. Managing disturbances from trucks/mobile equipment:
1. The site layout shall be arranged to avoid the need for truck reversing. Drive-through parking and deliveries with a one-way thoroughfare is one method that shall be investigated.
  2. An area away from residential dwellings shall be selected for off-site truck parking when vehicles arrive before site opening hours. Engineer may require that trucks wait away from the site in a less sensitive area or other areas/options may be suggested depending on the nature of the site. For larger projects, traffic controllers can be used to direct trucks that arrive out of approved times or to instruct drivers to turn off their engines when stationary.
  3. The Contractor shall designate a truck route that minimizes noise impacts and clearly communicate to drivers the requirements for arrival times, vehicle movements, idling reduction and general conduct, and/or include these requirements as a condition of the sub-contract.
  4. Deliveries to construction sites shall be scheduled to occur only within the allowed times. Fewer vehicles with larger loads, rather than a number of smaller vehicles, can help reduce noise impacts. Options may be limited by site access and scale, with larger sites usually providing a greater level of flexibility.
  5. Other considerations, such as safety and traffic impacts, will apply when looking at truck access and routes.
- E. Location of plant and equipment:
1. The Contractor shall aim to locate plant and equipment away from sensitive sites, thereby maximizing the distance from affected parties.
  2. When plant and equipment needs to be located close to noise sensitive areas, restricting the hours of operation should be considered.
  3. When possible, noisy fabrication work shall be done off site and transported to the site at a later date.
  4. Use the site to shield sources of noise.
  5. Temporary barriers shall be constructed and existing site materials may be useful in this regard.
  6. General principles for barriers – breaking ‘line of sight’.
  7. Barriers shall be used to break the ‘line of sight’ between the noisy works and the noise-sensitive areas (when looking towards the noise source from the location receiving the noise).
  8. Barriers shall be located as close as possible to the noise source or sensitive receiver. There shall be no gaps or openings at joints in the barrier material and barriers need to be sufficiently dense. In general, material weighing at least 10 kg/m<sup>2</sup> should be used.
  9. Barriers shall be sufficiently high and wide, as sound can carry around the structure. In cases where the affected location is in a high-rise development, barriers may not be useful, as the height will not be enough to break ‘line of site’ to the noise received.
  10. Barriers around a noise source shall be constructed with a length at least 10 times greater than its height. For shorter barriers, it may help to bend or wrap the barrier around the equipment.
  11. Acoustic sheds shall be considered for very noisy operations where it is possible to contain the plant and equipment. As with barriers, the shed shall be of sufficient density and suitable construction, with seals on doors and internal treatments to reduce noise



reverberation. Ventilation and general occupational health and safety requirements also need to be considered.

12. It is important to recognize that large reflecting surfaces, such as concrete or glass walls, may increase noise levels, as the sound can 'bounce' off and be magnified. The builder/contractor shall avoid placing equipment in locations where reflected noise will increase noise exposure.
13. In most cases, vibration induced by typical construction equipment may not result in adverse effects on people or structures. Noise from the equipment typically overshadows any meaningful ground vibration effects on people. Some equipment, however, including vibratory rollers, can create high vibration levels.
14. Because of the nature of these types of devices, the options for reducing vibration may be limited. Maximizing the distance between the source and receiver should be considered to the extent practical. Conducting work when most people are not in the area (e.g., at work) or when sensitive equipment is not operating can avoid or minimize adverse impacts.
15. In some circumstances, temporary relocation of residents during these operations may be appropriate. In the absence of measures that can physically reduce induced ground vibration, informing the public about the project and potential vibratory impacts should be performed to avoid adverse reactions from the public. The Contractor must be sensitive to the needs of the community, including testing timeframes at the schools and other nearby activities which may result in adverse reactions from the public.
16. Requiring trucks delivering and picking up at the site to reduce unnecessary engine idling.

F. Fugitive Dust:

1. Control of dust will be a high priority during remediation activities. The primary mechanism for dust control will be the use of water trucks for example with a spray bar and hose(s) or other appropriate methods for the work being performed. Only potable water will be used for dust control purposes. Proactive controls will be instituted to reduce the amount of dust generation during Site activities, including enforcement of low-speed limits for vehicular traffic, decontamination of trucks leaving the remediation work areas and height limits for stockpiles, if applicable.
2. The Contractor will implement a dust control training program for all Site personnel. This training program will review the potential sources of dust, individual responsibilities, and actions for controlling dust as described in this plan. The training will emphasize the importance of dust control to the overall success of the remedial activities and familiarize Site personnel with the air monitoring requirements and appropriate dust control procedures that must be adhered to in accordance with this plan to minimize dust generation.
3. Bulk material piles will not be created other than while gathering material to load into trucks (e.g., pulling soil into a pile for the excavator to load into trucks). If any bulk material piles are left on the site overnight (e.g., due to equipment failure, transportation delays, etc.), they will be tarped as necessary to limit wind-blown dust. All trucks being utilized for transport and disposal of excavated material at the Site are required to be fitted with solid, sliding or slot-top type covers with no gaps when fully deployed. Trucks shall be covered immediately after loading and are to remain covered throughout the transportation and disposal of excavated material. The cover must not contact the excavated material and must be installed in such a way to prevent wind from entering over the leading edge of the trailer rim.
4. Following the soil excavation, a geotextile marker barrier will be installed prior to backfilling the excavated area with clean fill material. The geotextile barrier will minimize any visible dust generation from this soil layer during backfilling activities.

5. The Contractor shall conduct operations and maintain the Site as to minimize the creation and dispersion of visible dust. Clean water, provided by the Contractor, shall be applied to the Site as necessary to prevent dust during excavation, loading/unloading, and backfilling activities. Excavation areas and on-site roadways will be kept damp, as necessary, without creating ponding or mists that travel beyond the defined boundaries of the work. The watering operations shall be sufficient to control fugitive dust. Tanker trucks will be utilized to provide and apply clean water as needed.
  6. Water shall be applied in a manner to prevent runoff. As a contingency measure, the Contractor will have erosion and sedimentation controls, such as silt fencing, sediment logs, or manhole silt screens, installed as necessary to manage runoff.
  7. Transfer points refer to any time material is loaded or unloaded during removal activities. For the purposes of this project, the primary transfer points of concern will be the transfer of soil material from the excavator or processing area to a waiting truck. The secondary transfer points of concern will be the unloading of the clean soil for use in backfilling of excavated areas. At all transfer points, the following guidelines will be maintained:
    - a. During loading of impacted soil, the material must be moist during the transfer, and the transfer shall be into an overhead truck trailer only. The material drop into the trailer must not exceed 4 feet.
  8. All trucks entering and leaving the Site will adhere to the posted speed limit, which shall be no more than 8 miles per hour (mph).
  9. All trucks shall adhere to the established tarping policy.
  10. All trucks leaving unpaved areas to paved areas of the public ROW (i.e., sidewalk or street), whether full or empty, will be visually inspected for loose material. Stabilized construction exits (e.g., 3- to 6-inch cobblestone or rip rap placed on top of a geotextile) will be used to assist with cleaning of truck tires as the vehicles leave unpaved areas. Any loose material is to be removed and placed into the truck trailer.
  11. In order to keep roadways clean and free of accumulation, the Contractor will coordinate with the Town of Gates and the local waste disposal facility for routine street sweeping during removal activities. The street sweeper must be equipped with a water spray and vacuum system to prevent fugitive dust. Street sweeping must be completed at the end of every day or as needed, but at a minimum of once a day.
  12. Sidewalks and rights of way and public, where trucks will need to cross the sidewalk to enter/exit the Site, will be maintained in a "broom clean" condition at all times by using a skid steer loader (e.g., BobCat) equipped with a power broom or manual tools (e.g., push broom, shovels, etc.).
  13. All trucks are to take the most efficient and direct route to the disposal facility as possible.
  14. Spraying dusty wastes with water as they are unloaded.
  15. Ensuring that street sweeping operations use enough water to avoid kicking up dust.
- G. Disruptive Lighting:
1. Light Trespass. The lighting system shall be designed to effectively light the work area without spilling over to adjoining property. When, in the opinion of the Engineer, the lighting is disturbing adjoining property, the Contractor shall modify the lighting arrangement or add hardware to shield the light trespass.
  2. Every effort should be made to control artificial light escaping from a site for example the fitting of diffusers/guards, ensuring there is no light overspill into neighboring properties.
  3. All lighting shall be designed, installed, and operated to avoid glare that affects traffic on the roadway or that causes annoyance or discomfort for residences. The Contractor shall locate and aim lighting fixtures to provide the required level of illumination and uniformity in the work zone without the creation of objectionable light trespass.

## H. Odor:

1. Proper Drainage: Standing water is a potential source of odors. The operations area will be on a surface that is sloped to facilitate drainage and prevent standing water. The grade will be maintained to prevent ponding. General spill control programs and curbing will be in place as appropriate. The material handling areas are covered by a canopy and protected from storm water if needed to control ponding of water which has been in contact with contaminated sediments.
2. Personnel training: Personnel will be trained in the proper use of equipment. Potential hazards and safety features will be stressed as well as handling procedures to minimize the potential production of odors, such as leaving stockpiled sediments uncovered unnecessarily.
3. Some of the operating procedures that can help reduce odors include:
  - a. "First-in, first-out" waste handling practices that keep waste on site only for short periods of time.
  - b. Removing all waste from loading areas by the end of each operating day so that these surfaces can be swept clean and washed down as needed.
  - c. "Good housekeeping" measures, including regular cleaning and disinfecting of surfaces if appropriate and equipment that come into contact with waste.
  - d. Water misting and/or deodorizing systems.
4. Below are the activities that can cause odor nuisances on-site along with Reasonable Available Control Measures & Methods to help reduce potential odors:
  - a. Movement of Transport Trucks Entering/ Exiting Site – Hauling materials in properly tarped or watertight containers to prevent odor; Limit haul trucks to 3 minutes idle time; and Applying foam suppressant such as BioSolve.
  - b. Equipment Operating On-Site – Turning off equipment that is not in active use; Limiting the amount of equipment used at one time while on-site; and Applying foam suppressant such as BioSolve.
  - c. Excavated Materials – Limiting amount of exposed areas or amount of time materials are exposed to the open atmosphere; and Applying foam suppressant such as BioSolve.
  - d. Soil/Debris moved by equipment to Stockpile Areas – Limiting amount of exposed areas or amount of time materials is exposed to the open atmosphere; Turning off equipment that is not in active use; Limiting the amount of equipment used at one time while on-site; and Applying foam suppressant such as BioSolve.
  - e. Stockpiles – Covering stockpiles and material after activity ceases with Poly Sheeting & securing with sandbags (or equivalent); and Applying foam suppressant such as BioSolve.
  - f. Removed water prior to treatment or disposal – Setting up site drainage & preventing standing water.
  - g. Work Zones (Exclusion Zone) – Performing Housekeeping; Daily cleaning up (Free of trash, garbage, & debris); Properly disposing of any odorous material; and Applying foam suppressant such as BioSolve.

## 3.5 CORRECTIVE MEASURES

- A. Nuisance conditions which represent a potential health and safety concern and/or migration of contaminated materials (e.g., visible dust or visible contrast from turbidity) will result in an immediate stoppage of the work.
- B. Following a work stoppage, appropriate corrective measures as determined by Engineer will be implemented prior to work resuming.

- C. Chronic or repeated incidents of nuisance issues will result in the disallowance of a day of compensation for site services and health and safety.
- D. A written corrective measures plan will be submitted for any work stoppage, or chronic or repeated incidents of nuisance issues, if requested by the Engineer.

\* END OF SECTION 01 76 50 \*

## SECTION 01 77 00 – CLOSEOUT PROCEDURES

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section, and Specification Sections including the following:
  - 1. Section 01 31 00 - “Project Management and Coordination”
  - 2. Section 01 33 00 - “Project Submittals and Procedures”
  - 3. Section 01 40 00 - “Quality Requirements”
  - 4. Section 01 78 39 - “Project Record Documents”

## 1.2 SUMMARY

- A. Close-out procedures shall conform with General Conditions, Section VIII, Article 13 for administrative and procedural requirements for contract closeout, including, but not limited to, the following:
  - 1. Substantial Completion procedures.
  - 2. Final completion procedures.
  - 3. Request for final payment and acceptance of the Work.
  - 4. Final cleaning.
  - 5. Repair of the Work.

## 1.3 ACTION SUBMITTALS

- A. Action Submittals
  - 1. Contractor's List of Incomplete Items: Initial submittal at Substantial Completion.
  - 2. Certified List of Incomplete Items: Final submittal at Final Completion.
- B. Closeout Submittals
  - 1. Certificates of Release: From authorities having jurisdiction.
  - 2. Site post-construction photo/video documentation.
  - 3. All logs and receipts generated as part of the project including, but not limited to security, health and safety, materials brought on Site, and certificates of disposal for waste shipped off-site.

## 1.4 SUBSTANTIAL COMPLETION PROCEDURES

- A. Contractor's List of Incomplete Items: Prepare and submit a list of items to be completed and corrected (Contractor's punch list), indicating the value of each item on the list and reasons why the Work is incomplete.
- B. Submittals Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.

1. Certificates of Release: Obtain and submit releases from authorities having jurisdiction permitting Department unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
  2. Submit closeout submittals specified in other Sections, including project record documents, operation and maintenance manuals, final completion construction photographic documentation, property surveys, and similar final record information.
- C. Procedures Prior to Substantial Completion: Complete the following a minimum of 10 days prior to requesting inspection for determining date of Substantial Completion. List items below that are incomplete at time of request.
1. Participate with Engineer and Department in conducting inspection and walkthrough with local emergency responders.
  2. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
  3. Complete final cleaning requirements.
- D. Inspection: Submit a written request for inspection to determine Substantial Completion a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued. Unless decided otherwise by Department and Engineer, the form of Certificate of Substantial Completion will be EJCDC<sup>®</sup> C-625, "Certificate of Substantial Completion" (2013 edition), prepared by Engineer. Refer to the General Conditions, Section VIII, Article 13.8, for requirements regarding consent of surety to partial release of or reduction in retainage.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
  2. Results of completed inspection will form the basis of requirements for final completion.

## 1.5 FINAL COMPLETION PROCEDURES

- A. Submittals Prior to Final Completion: Before requesting final inspection for determining final completion, complete the following:
1. Submit a final Application for Payment in accordance with the requirements of Section VII Article 13 – "General Conditions" and Section XII – "Measurement for Payment".
  2. Certified List of Incomplete Items: Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. Certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
- B. Inspection: Submit a written request for final inspection to determine acceptance a minimum of 10 days prior to date the work will be completed and ready for final inspection and tests. On receipt of request, Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare a final Certificate for Payment after inspection or will notify Contractor of construction that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.

## 1.6 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Organization of List: Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
1. Include the following information at the top of each page:
    - a. Project name.
    - b. Date.
    - c. Name of Engineer
    - d. Name of Contractor.
    - e. Page number.
  2. Submit list of incomplete items electronically in a pdf file.

## 1.7 REQUEST FOR FINAL PAYMENT AND ACCEPTANCE OF THE WORK

- A. Procedure:
1. Submit request for final payment in accordance with the Agreement and General Conditions, as may be modified by the Supplementary Conditions, and using procedure specified in Section 01 29 76 – “Progress Payment Procedures”, and this Section.
  2. Acceptance of the Work:
    - a. Upon Engineer’s receipt of the final Application for Payment, accompanied by other required Contract closeout documentation in accordance with the Contract Documents, Engineer will issue to Department and Contractor a notice of acceptability of the Work, in accordance with the General Conditions, as may be modified by the Supplementary Conditions.
    - b. Nothing other than receipt of such notice of acceptability from Engineer constitutes acceptance of the Work.
    - c. Unless decided otherwise by Department and Engineer, form of acceptance will be EJCDC® C-626, “Notice of Acceptability of Work”, (2014 edition).
- B. Request for final payment shall include:
1. Documents required for progress payments in accordance with Contract Section VIII, Article 13, Payments to Contractor.
  2. Documents required in the General Conditions, as may be modified by the Supplementary Conditions.
  3. List of all disputes that Contractor believes are unsettled.
  4. Consent of Surety to Final Payment:
    - a. Acceptable form includes AIA® G707™, “Consent of Surety to Final Payment” (1994 or later edition), or other form acceptable to Department.
  5. Release or Waivers of Lien Rights:
    - a. When submitting releases or waivers of Lien rights, furnish release or waiver by Contractor and each Subcontractor with labor, material, or equipment totaling \$1,000.00 or more for the Contract.
    - b. Furnish final list of Subcontractors and Suppliers, using the form included in Section 01 29 76 – “Progress Payment Procedures”, indicating final amount of the associated subcontract or purchase order for each. Include on the list all lower-tier Subcontractors and Suppliers retained by Subcontractors and Suppliers with direct subcontract or purchase order with Contractor.
    - c. Each release or waiver of Lien shall be signed by an authorized representative of the entity submitting release or waiver of Lien, and shall include Contractor’s, Subcontractor’s, or Supplier’s (as applicable) corporate seal, when applicable.

- d. Release or waiver of Lien may be conditional upon receipt of final payment.
6. Affidavits:
  - a. In Lieu of the release or waiver of Liens, Contractor may submit the following, for Contractor and each Subcontractor and Supplier that provided Contractor, Subcontractor, or Supplier with labor, material, or equipment totaling \$1,000 or more, to Department's satisfaction:
    - 1) Affidavit of payment of debts and claims. Acceptable form includes AIA® G706™, "Contractor's Affidavit of Payment of Debts and Claims" (1994 or later edition), or other form acceptable to Department, and;
    - 2) Affidavit of release of Liens. Acceptable form includes AIA® G706A™, "Affidavit of Release of Liens" (1994 or later edition), or other form acceptable to Department.
  - b. Affidavits and supporting documents furnished under this Paragraph 1.7.B.6 shall comply with the requirements of the General Conditions, as may be modified by the Supplementary Conditions.
  - c. Each affidavit furnished shall be signed by an authorized representative of the entity furnishing the affidavit, and shall include Contractor's, Subcontractor's, or Supplier's (as applicable) corporate seal, when applicable.
7. Evidence satisfactory to Department that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Department free and clear of Liens or other title defects or will so pass upon final payment.

## PART 2 - PRODUCTS (NOT USED)

## PART 3 - EXECUTION

### 3.1 FINAL CLEANING

- A. General: Perform final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning.
  1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a designated portion of Project:
    - a. Clean Project site, yard, and grounds, in areas disturbed by construction activities, including landscape development areas, of rubbish, waste material, litter, and other foreign substances.
    - b. Sweep paved areas broom clean. Remove petrochemical spills, stains, and other foreign deposits.
    - c. Rake grounds that are neither planted nor paved to a smooth, even-textured surface.
    - d. Remove tools, construction equipment, machinery, and surplus material from Project site.
    - e. Remove labels that are not permanent.
- C. Construction Waste Disposal: Comply with waste disposal requirements in Section 01 74 19 - "Waste Management and Disposal".



### 3.2 REPAIR OF THE WORK

- A. Complete repair and restoration operations before requesting inspection for determination of Substantial Completion.
- B. Repair or remove and replace defective construction. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment. Where damaged or worn items cannot be repaired or restored, provide replacements. Remove and replace operating components that cannot be repaired.

### 3.3 ATTACHMENTS

- A. The documents listed below, following this Section's "End of Section" designation, are part of this Specification Section:
  - 1. Sample letter for Contractor's use in requesting inspection for Substantial Completion (two pages).
  - 2. Sample partial checklist to identify readiness for final inspection (four pages).
  - 3. Sample letter for Contractor's use in requesting final inspection (one page).
- B. In the model language of the attached sample letters for the Contractor to request inspection for Substantial Completion and the final inspection, italicized language in brackets, e.g. "[*insert date*]" indicates instructions to the drafter of the letter and often indicated specific information to be inserted by the Contractor; do not include bracketed, italicized text in the final version of the letter(s) prepared for the Project. Non-italicized language in brackets is optional language; use the appropriate language to complete the actual letter for the Project and edit where required to suit the specific circumstances.

\* END OF SECTION 01 77 00 \*

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**SAMPLE LETTER FOR CONTRACTOR’S USE IN REQUESTING  
INSPECTION FOR SUBSTANTIAL COMPLETION**

**SENT VIA E-MAIL AND U.S. CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

[Date]

[Name of Engineer’s contact person]

[Engineer’s Name]

[Street address]

[City, state, postal code]

Subject:

[Project name, Contract designation]

Request for Inspection for Substantial Completion

Dear [addressee]:

In our opinion, [all of] [or] [a portion of] the Work under the above-referenced Contract is substantially complete as of [insert month, day, year on which Substantial Completion was achieved]. [The specific portion of the Work that we believe is substantially complete is [insert identification of that portion of the Work that is substantially complete].]

Enclosed is our listing of uncompleted Work items (“punch list”). In accordance with the General Conditions, we hereby request: 1) That the Engineer schedule and perform the inspection for Substantial Completion as soon as possible, and 2) Issuance of the certificate of Substantial Completion.

In accordance with the General Conditions, upon Substantial Completion, we propose the following relative to apportionment of responsibilities between the DEPARTMENT and the CONTRACTOR:

1. Security, Protection, Insurance:
  - a. Site Security: [insert proposal; address whether DEPARTMENT or CONTRACTOR will be responsible for security of the Site].
  - b. Protection of the Substantially Completed Work: [insert proposal; address whether DEPARTMENT or CONTRACTOR will be responsible for protection].
  - c. Property Insurance: [insert proposal; typically DEPARTMENT assumes responsibility for property insurance upon Substantial Completion]
2. Operation and Maintenance:
  - a. Operation: [insert proposal; address whether DEPARTMENT or CONTRACTOR will be responsible for operating the substantially completed Work].
  - b. Maintenance: [insert proposal; address whether DEPARTMENT or CONTRACTOR will be responsible for maintaining the substantially completed Work].

3. Utilities: *[for each of the following, indicate whether DEPARTMENT or CONTRACTOR will be responsible for utilities and services, or whether responsibility will be shared; if shared, indicate proposed cost-sharing]*
- a. Electricity: *[insert proposal]*.
  - b. Natural Gas/Fuel/Heating: *[insert proposal]*.
  - c. Water Supply: *[insert proposal]*.
  - d. Wastewater: *[insert proposal]*.
  - e. Communications (Telephone, Internet, Video): *[insert proposal]*.

In accordance with the General Conditions, we understand that the Contract's correction period for the Work covered by the certificate of Substantial Completion commences on the Substantial Completion date documented in said certificate

Should you have questions or comments regarding this notice, please contact [the undersigned] [or] *[insert other contact person's name]*, at *[insert telephone number and e-mail address]*.

Sincerely,

*[CONTRACTOR's company name]*

*[Signatory name]*

*[Signatory's title]*

Attachments:

Preliminary list of uncompleted Work items ("punch list"; [##] pages)

Copies:

*[DEPARTMENT's project manager]*

## SAMPLE CHECKLIST TO IDENTIFY READINESS FOR FINAL INSPECTION

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

**Contract:** \_\_\_\_\_

**Contractor:** \_\_\_\_\_

Item No./Description	Completed/Date	In Progress	Not Started	Not Applicable	Target Date	Responsible Entity/Person
1. All Shop Drawings, Samples, and Submittals approved by Engineer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
2. Final services completed by Suppliers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
3. Final Work completed by Subcontractors	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
4. Permits closed out and regulatory compliance transitioned from construction to operations	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
5. All outstanding change issues are addressed and all Change Proposals submitted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
6. All Claims are resolved	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						

<b>Item No./Description</b>	<b>Completed/Date</b>	<b>In Progress</b>	<b>Not Started</b>	<b>Not Applicable</b>	<b>Target Date</b>	<b>Responsible Entity/Person</b>
7. All defective Work of which Contractor is aware has been corrected in accordance with the Contract Documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
8. Issues related to Constituents of Concern and potential Hazardous Environmental Condition have been fully addressed	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
9. All spare parts, tools, and extra stock materials have been furnished in accordance with the Contract Documents, and documentation thereof submitted to Engineer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
10. All final Operations & Maintenance manuals have been submitted and accepted by Engineer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
11. Manufacturer warranties and software license(s) furnished	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						

<b>Item No./Description</b>	<b>Completed/Date</b>	<b>In Progress</b>	<b>Not Started</b>	<b>Not Applicable</b>	<b>Target Date</b>	<b>Responsible Entity/Person</b>
12. Instruction and training of operations and maintenance personnel is complete and records of training submitted	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
13. MBE/WBE/DBE compliance report(s) submitted (when applicable)	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
14. All field engineering submittals, including survey data, furnished	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
15. All Work on "punch list" is complete in accordance with the Contract Documents	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
16. All record documents submitted to and accepted by Engineer	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
17. Contractor is fully demobilized from Site	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
18. All Site restoration is complete	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
19. Final cleaning of all work areas is complete	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						

<b>Item No./Description</b>	<b>Completed/Date</b>	<b>In Progress</b>	<b>Not Started</b>	<b>Not Applicable</b>	<b>Target Date</b>	<b>Responsible Entity/Person</b>
20. Lien waivers or affidavits of payment obtained from Subcontractors and Suppliers	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
21. Evidence of Contractor liability insurance furnished for correction period	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						
22. All other required Contract closeout documents obtained	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>		
<i>Remarks:</i>						



**SAMPLE LETTER FOR CONTRACTOR’S USE IN REQUESTING FINAL  
INSPECTION**

**SENT VIA E-MAIL AND U.S. CERTIFIED MAIL/RETURN RECEIPT REQUESTED**

[Date]

[Name of Engineer’s contact person]

[Engineer’s Name]

[Street address]

[City, state, postal code]

Subject:

[Project name, Contract designation]

Request for Final Inspection

Dear [addressee]:

In our opinion, all of the Work under the above-referenced Contract is complete and ready for final payment as of [insert month, day, year on which final completion was achieved]. In accordance with the General Conditions, we hereby request that the Engineer schedule and perform the final inspection as soon as possible. Upon successful completion of the final inspection, we will submit our final Application for Payment accompanied by the required Contract closeout documentation in accordance with the Contract Documents.

Should you have questions or comments regarding this notice, please contact [the undersigned] [or] [insert other contact person’s name], at [insert telephone number and e-mail address].

Sincerely,

[Contractor’s company name]

[Signatory name]

[Signatory’s title]

Attachments:

None

Copies:

[DEPARTMENT’s project manager]

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SECTION 01 77 23 – INSPECTIONS

PART 1 - GENERAL

1.1 DESCRIPTION

- A. Scope:
  - 1. This Section includes requirements for the Substantial Completion, Final Completion, and any specified Warranty inspections and is coordinated with the payment provisions of the General Conditions, Section VIII, Articles 13.6 through 13.13.
  - 2. When Contractor considers all or part of the Work ready for its intended use, Contractor shall notify Department and Engineer in writing that the Work specified is substantially complete. Within a reasonable time thereafter, not to exceed 30 days, Department, Contractor and Engineer shall make an inspection of the Work, or portion thereof, to determine status of completion. A tentative certificate of Substantial Completion shall fix the date of Substantial Completion, with an attached list of items to be completed or corrected prior to final payment.
  - 3. Shortly before the end of the Substantial completion period required under the General Conditions, Engineer will schedule with Department and Contractor the inspection and will advise Department and Contractor in writing of the date and time for the inspection.
- B. Contractor’s project manager shall attend the inspection.
- C. Upon written notice from Contractor that the entire Work or agreed portion is complete, Engineer will make a final inspection with Department and Contractor. Engineer will notify Contractor in writing of all particulars in which this inspection reveals that work is either accepted or incomplete or defective.
- D. After the final inspection, Contractor shall submit “final” Application for Payment in accordance with the final Application for Payment procedures of the General Conditions, as may be modified by the Supplementary Conditions, and the Specifications, including furnishing all required Contract closeout documentation and completion of all Work except for the inspection and associated correction Work (if any). Department will release remaining retainage withheld for the inspection following the inspection and completion of correction Work (if any), in accordance with progress payment procedures of the Contract, except that consent of surety to final payment shall accompany the last Application for Payment.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

\* END OF SECTION 01 77 23 \*

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## SECTION 01 78 39 – PROJECT RECORD DOCUMENTS

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. This Section includes requirements for Project record documents, to supplement the requirements of the Section VI Agreement including the General Conditions, as may be modified by the Supplementary Conditions.
2. Contractor shall provide all labor, materials, equipment, and services to maintain and submit to Engineer Project record documents in accordance with the Contract Documents.
3. Supplemental requirements to those stated in Section VIII, Article 5.19 for recording of field modifications made during construction, to be marked on a clean set of Contract documents by the Contractor (As-Built Documents) and for preparing Supplemental Record Drawings by the Surveyor to be submitted to the Department and Engineer. The As-Built Documents and Supplemental Record Drawings shall constitute the Project Record Documents.

## B. Maintenance of Record Documents:

1. Maintain in Contractor's field office, in clean, dry, legible condition, complete sets of the following record documents: Drawings, Specifications, Addenda, written amendments, Change Orders, Proposed Change Orders, field test records, construction photographs, Field Orders and written interpretations and clarifications in good order and annotated to show all changes made during construction. Contractor will be required to review with Engineer the status of all as-built documents in connection with Engineer's evaluation of an Application for Payment. All changes from the contract which are made in the work, or additional information which might be uncovered in the course of construction shall be accurately and neatly recorded as they occur by means of details and notes.
2. Provide files and racks for proper storage and easy access to record documents. File record documents in accordance with the edition of the Construction Specification Institute's *MasterFormat*<sup>™</sup> used for organizing the Project Manual, unless otherwise accepted by Engineer.
3. Promptly make record documents available for observation and review upon request of Engineer or Department. Requirements for review of record documents status as a condition precedent to progress payments in conformance with Section VIII, Article 13.
4. Maintain in Contractor's field office in clean, dry, legible condition complete sets of the following:
  - a. Drawings
  - b. Specifications
  - c. Addenda
  - d. Approved Shop Drawings
  - e. Samples, Photographs
  - f. Change Orders
  - g. Other modifications to Contract Documents
  - h. Test Records
  - i. Survey Data
  - j. Field Orders
  - k. Other documents pertinent to Contractor's work
  - l. Contractor Daily Work Reports

5. Do not use record documents for any purpose other than serving as Project record. Do not remove record documents from Contractor's field office without Engineer's approval.
6. Make documents available at all times for inspection by Engineer and Department.

## 1.2 SUBMITTALS

### A. Closeout Submittals: Submit the following:

#### 1. Preliminary Record Documents:

- a. The Contractor shall prepare As-Built Documents and the Surveyor shall prepare Supplemental Record Drawings. These documents (Project Record Documents) shall be submitted to the Engineer following substantial completion of the work (within 7 calendar days) for review and approval.
- b. These documents shall be neat, legible and accurate.
- c. If upon review, the documents are found to contain errors and/or omissions, they shall be returned to the Contractor and or Surveyor for corrections.
- d. The Contractor and/or Surveyor shall complete the corrections and return the drawings to the Engineer within 10 calendar days for subsequent review.
- e. Submit certified PDF electronic files.
- f. Submit both printed record documents and electronic record documents, in accordance with Section 01 31 26 – "Electronic Communication Protocols".
- g. Submit record documents with transmittal letter on Contractor letterhead in accordance with requirements in Section 01 33 00 – "Project Submittals and Procedures".

#### 2. Certifications:

- a. Record documents submittal shall include certification, with original signature of official authorized to execute legal agreements on behalf of Contractor, reading as follows:

"[Insert Contractor's corporate name] has maintained and submitted Project record documentation in accordance with the General Conditions and Supplementary Conditions, Section 01 78 39 – "Project Record Documents", and other elements of Contract Documents, for the New York State Department of Environmental Conservation, City of Albany, Albany County, New York, Remedial Construction Project – Dearcop Farm Site. We certify that each record document submitted is complete, accurate, and legible relative to the Work performed under our Contract, and that the record documents comply with the requirements of the Contract Documents.

[Provide signature, print name, print signing party's corporate title, and date]"

## 1.3 RECORDING CHANGES

### A. Recording Changes – General:

1. At the start of the Project, label each record document to be submitted as, "PROJECT RECORD" using legible, printed letters. Letters on record copy of the Drawings shall be two inches high.
2. Keep record documents current consistent with the progress of the Work. Make entries on record documents within two working days of receipt of information required to record the change.

3. Do not permanently conceal the Work until required information has been recorded for Project record documents.
4. Accuracy of record documents shall be such that future searches for items shown on the record documents may rely reasonably on information obtained from Engineer-accepted record documents.
5. Marking of Entries:
  - a. Use erasable, colored pencils (not ink or indelible pencil) for marking changes, revisions, additions, and deletions to record documents.
  - b. Clearly describe the change by graphic line and make notations as required. Use straight-edge to mark straight lines. Writing shall be legible and sufficiently dark to allow scanning of record documents into legible electronic files in portable document format (".PDF").
  - c. Date each entry on record documents.
  - d. Indicate changes by drawing a "cloud" around the change(s) indicated.
  - e. Mark initial revisions in red. In the event of overlapping changes, use different colors for subsequent changes.

B. Drawings:

1. Record changes on copy of the Drawings. Submittal of Contractor-originated or -produced drawings as a substitute for recording changes on a copy of the Drawings is unacceptable.
2. Record changes on plans, sections, elevations, schematics, schedules, and details as required for clarity, making reference dimensions and elevations (to Project datum) for complete record documentation.
3. Record actual construction including:
  - a. Installations of any kind or description known to exist within the construction area. The locations shall include dimensions to permanent features.
  - b. The location and dimensions of any changes within the design features of any kind or description known to exist within the construction area. The locations shall include dimensions to permanent features.
  - c. Correct grade or alignment of roads, structures, utilities, or project components.
  - d. Correct elevations.
  - e. Changes in details or dimensions.
  - f. The topography and grades of all drainage structures installed or affected as part of the project construction.
  - g. Additional information obtained from working drawings.
  - h. Where contract drawings or specifications allow options, only the option selected for construction shall be shown on the As-Built Documents.
  - i. Additional work ordered by the Engineer or Department.
  - j. Depths of various elements of foundation in relation to datum.
  - k. Horizontal and vertical location of underground utilities and appurtenances referenced to permanent surface improvement.
  - l. Location of internal utilities and appurtenances concealed in construction referenced to visible and accessible features of structure.
  - m. The Surveyor retained by the Contractor shall prepare Supplemental Record Drawings (see Section 02 21 00 – "Surveying" and Section 01 71 23 – "Field Engineering"). A topographic survey of the site prior to and following earthwork. The survey should, at a minimum, show ground surface elevations on the specified grid and at all grade changes and also indicate the thickness of cover layers. The survey should adequately extend beyond the limits of work to properly overlap existing conditions. Locations and elevations of all groundwater monitoring wells and survey control points.

4. Recording Changes for Schematic Layouts:
  - a. In some cases, on the Drawings, arrangements of conduits, circuits, piping, ducts, and similar items are shown schematically and are not intended to portray physical layout. For such cases, the final physical arrangement shall be determined by Contractor subject to acceptance by Engineer.
  - b. Record on the Project record documents all revisions to schematics on the Drawings, including: piping schematics, ducting schematics, process and instrumentation diagrams, control and circuitry diagrams, electrical one-line diagrams, motor control center layouts, and other schematics when included in the Drawings. Show and indicate actual locations of equipment, lighting fixtures, in-place grounding system, and other pertinent data.
  - c. When dimensioned plans and dimensioned sections or elevations on the Drawings show the Work schematically, indicate on the record documents, by dimensions accurate to within one inch in the field, centerline location of items of Work such as conduit, piping, ducts, and similar items
    - 1) Clearly identify each item of the Work by accurate notations such as “cast iron drain”, “rigid electrical conduit”, “copper waterline”, and similar descriptions.
    - 2) Show by symbol or by note the vertical location of each item of the Work; for example, “embedded in slab”, “under slab”, “in ceiling plenum”, “exposed”, and similar designations. For piping not embedded, also indicate elevation dimension relative to Project elevation datum.
    - 3) Descriptions shall be sufficiently detailed to be related to the Specifications.
  - d. Engineer may furnish written waiver of requirements relative to schematic layouts shown on plans, sections, and elevations when, in Engineer’s judgment, dimensioned layouts of Work shown schematically will serve no useful purpose. Do not rely on such waiver(s) being issued.
5. Supplemental Drawings:
  - a. In some cases, drawings produced during construction by Engineer or Contractor supplement the Drawings and shall be included with Project record documents submitted by Contractor. Supplemental record drawings shall include drawings or sketches that are part of Change Orders, Work Change Directives, and Field Orders and that cannot be incorporated into the Drawings because of space limitations.
  - b. Supplemental drawings submitted with record drawings shall be integrated with the Drawings and include necessary cross-references between drawings. Supplemental record drawings shall be on sheets the same size as the Drawings.
  - c. When supplemental drawings developed by Contractor using computer-aided drafting/design (CADD) software are to be included in record drawings, submit electronic files for such drawings in accordance with Section 01 31 26 – “Electronic Communication Protocols”, as part of record drawing submittal. Label such files, “Supplemental Record Drawings”, including with Contractor’s name, Project name, and Contract designation.

C. Specifications and Addenda:

1. Mark each Specifications Section to record:
  - a. Manufacturer, trade name, catalog number, and Supplier of each material and equipment item actually provided.
  - b. Changes made by Addendum, Change Orders, Work Change Directives, and Field Orders.



1.4 ELECTRONIC FILES FURNISHED BY ENGINEER

- A. CADD files of the Drawings will be furnished by Engineer upon the following conditions:
1. Contractor shall submit to Engineer a letter on Contractor letterhead requesting CADD files of the Drawings and indicating specific definition(s) or description(s) of how such files will be used, and specific description of benefits to Department (including credit proposal, if applicable) if the request is granted.
  2. Contractor shall execute Engineer's standard agreement for release of electronic files and shall abide by the provisions of such agreement for release of electronic files.
  3. Layering system incorporated in CADD files shall be maintained as transmitted by Engineer. CADD files transmitted by Engineer containing cross-referenced files shall not be bound by Contractor. Drawing cross-references and paths shall be maintained. If Contractor alters layers or cross-reference files, Contractor shall restore all layers and cross-references prior to submitting record documents to Engineer.
  4. Contractor shall submit record drawings to Engineer in same CADD format that files were furnished to Contractor.

PART 2 - PART 2 – PRODUCTS – NOT USED

PART 3 - PART 3 – EXECUTION – NOT USED

\* END OF SECTION 01 78 39 \*

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## SECTION 01 89 29 – GREEN REMEDIATION PRACTICES

## PART 1 - GENERAL

## 1.1 SUMMARY

- A. Work includes, practices related to reducing waste generation; energy usage; emissions including greenhouse gases (GHGs), nitrogen oxides (NOx), sulfur oxides (SOx), particulate matter and hazardous air pollutants (HAPs); water usage; and land and ecosystem disturbance.
- B. The Contractor shall implement practices in the performance of the requirements of the Work to maximize sustainability, reduce energy and water usage, promote carbon neutrality, promote industrial materials reuse and recycling, and protect and preserve natural resources.
- C. The Contractor shall utilize concepts and techniques presented in the New York State Department of Environmental Conservation – (NYSDEC) Program Policy DER-31/Green Remediation, August 11, 2010 (revised January 20, 2011).
- D. The Contractor shall implement practices and procedures to meet the environmental performance goals of the Department consistent with NYSDEC Program Policy DER-31/Green Remediation. In general, such practices and procedures shall include, but are not limited to:
  - 1. Reducing direct and indirect Green House Gas (GHG) and other air emissions;
  - 2. Increasing energy efficiency and minimizing use of non-renewable energy and resources;
  - 3. Conserving and efficiently managing natural resources such as soil, water and habitat, while giving special attention to habitats for critical species (i.e., pollinators), and threatened or endangered species;
  - 4. Minimizing waste, increasing recycling, increasing reuse of materials, furnishing materials from local sources, and minimizing the disposal transport distance using local facilities;
  - 5. Maximizing the reuse of land and the recycling of on-site materials; and
  - 6. Applying green remediation concepts, such as minimizing energy intensive operations, which, at a minimum:
    - a. Protect public health and the environment;
    - b. Address source removal and control;
    - c. Address groundwater protection and restoration, and;
    - d. Achieve the cleanup goals for the Site remediation.
- E. Specifically, Contractor shall consider inclusion of the following provisions:
  - 1. Beneficial reuse of materials that would otherwise be considered a waste (e.g., crushed clean concrete as base or fill).
  - 2. Establish support zone and storage/laydown areas to minimize the disturbance of habitats and vegetated areas outside of the work zone.
  - 3. Include energy saving measures in all proposed structures, facilities, and operating systems to minimize electricity and water consumption/disposal, such as using variable speed drives for motors, incorporation of appropriately selected insulation and energy saving fixtures, or using extracted groundwater to provide heating and cooling through the use of heat exchangers.
  - 4. Use of renewable energy and/or the purchase of renewable energy credits (RECs) or a combination of the two techniques to offset electrical usage at the site.

5. Reduce vehicle idling. All vehicles, both on and off road (including construction equipment) shall be shut off when not in use for more than 5 minutes, consistent with 6 NYCRR Part 217 Motor Vehicle Emissions, Subpart 217-3 Idling Prohibition For Heavy Duty Vehicles.
  6. Use equipment and vehicles that reduce emissions, specifically from compression-ignition engines, and especially in urban areas.
  7. Incorporate the use of blended bio-diesel fuel for all compression-ignition powered equipment.
  8. Establish minimally invasive and well-designed traffic patterns for on-site activities to reduce impacts to land and ecosystems.
  9. Use native drought resistant species for re-vegetation during site restoration.
- F. Contractor shall comply with the Department's policy to utilize, as approved by the Department, recycled content materials, locally manufactured materials and low-emitting materials.
- G. Contractor shall ensure that the requirements related to the goals of the Department and as defined in the Contract Documents, are implemented to the fullest extent.
- H. SOLID WASTE MANAGEMENT
1. Develop and implement a waste management program in accordance with ASTM E1609 and as specified herein.
  2. Collection: Implement a recycling/reuse program that includes separate collection of waste materials of the following types as appropriate to the project waste and to the available recycling and reuse programs in the project area:
    - a. Land clearing debris – re-use for habitat development to the extent practicable.
    - b. Spent Activated Carbon – send to regeneration facility for reuse rather than to a landfill for disposal.
    - c. Recovered LNAPL – separate from aqueous fraction and send to a recycling facility.
    - d. Shipping containers – use bulk sized containers (i.e. drums or totes) that can be recycled or re-used for chemical deliveries.
    - e. Masonry/Asphalt – sample and re-use or recycle these materials if uncontaminated.

## 1.2 DEFINITIONS:

- A. Green Remediation Definitions
1. Renewable Energy: Energy from a source which is not depleted when used, such as solar, wind, geothermal, biomass and biogas.
  2. Locally Manufactured: manufactured within 150 miles of the work.
  3. Recovered Materials: Waste materials and by-products that have been recovered from solid waste streams, but does not include materials and by-products generated from, and commonly reused within, an original manufacturing process.
  4. Biobased Materials: As defined in the Farm Security and Rural Investment Act, for purposes of Federal procurement of biobased products, "biobased" means a "commercial or industrial product (other than food or feed) that is composed, in whole or in significant part, of biological products or renewable domestic agricultural materials (including plant, animal, and marine materials) or forestry materials." Biobased materials also include fuels, chemicals, building materials, or electric power or heat produced from biomass as defined by The Biomass Research and Development Act of 2000.
  5. Biobased Content: The amount of biobased carbon in the material or product as a percentage of weight (mass) of the total organic carbon in the material or product.

6. Recovered Materials: Waste materials and by-products that have been recovered from solid waste, but does not include materials and by-products generated from, and commonly reused within, an original manufacturing process.

### 1.3 REFERENCES

- A. NYSDEC DER-31 – Green Remediation, New York State Department of Environmental Conservation, DEC Program Policy.
- B. CP-49 – Climate Change and DEC Action, New York State Department of Environmental Conservation, DEC Policy.
- C. United States Environmental Protection Agency (USEPA):
  1. Consider USEPA Best Management Practices (BMPs) related to green remediation for the applicable program elements listed below:
    - a. Site investigation:
      - 1) [https://clu-in.org/greenremediation/docs/GR\\_Fact\\_Sheet\\_SI&EM.pdf](https://clu-in.org/greenremediation/docs/GR_Fact_Sheet_SI&EM.pdf).
    - b. Excavation and surface restoration:
      - 1) [https://clu-in.org/greenremediation/docs/GR\\_Quick\\_Ref\\_FS\\_exc\\_rest.pdf](https://clu-in.org/greenremediation/docs/GR_Quick_Ref_FS_exc_rest.pdf)
    - c. Soil vapor extraction and air sparging technologies:
      - 1) [https://clu-in.org/greenremediation/docs/GR\\_factsheet\\_SVE\\_AS\\_032410.pdf](https://clu-in.org/greenremediation/docs/GR_factsheet_SVE_AS_032410.pdf).
    - d. Pump and treat technologies:
      - 1) [https://clu-in.org/greenremediation/docs/GR\\_Fact\\_Sheet\\_P&T\\_12-31-2009.pdf](https://clu-in.org/greenremediation/docs/GR_Fact_Sheet_P&T_12-31-2009.pdf).
    - e. Bioremediation:
      - 1) [https://clu-in.org/greenremediation/docs/GR\\_factsheet\\_biorem\\_32410.pdf](https://clu-in.org/greenremediation/docs/GR_factsheet_biorem_32410.pdf).
    - f. In situ thermal technologies:
      - 1) [https://clu-in.org/greenremediation/docs/GR\\_factsheet\\_IST.pdf](https://clu-in.org/greenremediation/docs/GR_factsheet_IST.pdf).
    - g. Landfill cover systems and associated energy production:
      - 1) [https://clu-in.org/greenremediation/docs/GR\\_factsheet\\_landfill\\_covers\\_and\\_energy.pdf](https://clu-in.org/greenremediation/docs/GR_factsheet_landfill_covers_and_energy.pdf).
    - h. Materials and waste management:
      - 1) [https://clu-in.org/greenremediation/docs/GR%20BMP%20fact%20sheet\\_materials&waste.pdf](https://clu-in.org/greenremediation/docs/GR%20BMP%20fact%20sheet_materials&waste.pdf).
  2. Consider USEPA climate resiliency fact sheets related to:
    - a. Sediment cleanups:
      - 1) [https://www.epa.gov/sites/default/files/2019-12/documents/cr\\_sediment\\_sites\\_fact\\_sheet\\_update.pdf](https://www.epa.gov/sites/default/files/2019-12/documents/cr_sediment_sites_fact_sheet_update.pdf).
    - b. Containment remedies:
      - 1) [https://www.epa.gov/sites/default/files/2019-12/documents/cr\\_containment\\_fact\\_sheet\\_2019\\_update.pdf](https://www.epa.gov/sites/default/files/2019-12/documents/cr_containment_fact_sheet_2019_update.pdf).
    - c. Groundwater treatment remedies:
      - 1) [https://www.epa.gov/sites/default/files/2019-12/documents/cr\\_groundwater\\_systems\\_fact\\_sheet\\_2019\\_update.pdf](https://www.epa.gov/sites/default/files/2019-12/documents/cr_groundwater_systems_fact_sheet_2019_update.pdf).

- D. ITRC Green and Sustainable Remediation, A Practical Framework:
  - 1. <https://connect.itrcweb.org/HigherLogic/System/DownloadDocumentFile.ashx?DocumentFileKey=8e842294-64ce-4e56-a80b-cd3dc1aa4af3>.
- E. ASTM – E2893-16e1: Standard Guide for Greener Cleanups:
  - 1. <https://www.astm.org/e2893-16e01.html>.
- F. Naval Facilities Engineering Command (NAVFAC), Department of the Navy Guidance on Green and Sustainable Remediation:
  - 1. [https://www.navfac.navy.mil/content/dam/navfac/Specialty%20Centers/Engineering%20and%20Expeditionary%20Warfare%20Center/Environmental/Restoration/er\\_pdfs/gpr/navfacesc-ev-ug-2093-env-gsr-20120405r1.pdf](https://www.navfac.navy.mil/content/dam/navfac/Specialty%20Centers/Engineering%20and%20Expeditionary%20Warfare%20Center/Environmental/Restoration/er_pdfs/gpr/navfacesc-ev-ug-2093-env-gsr-20120405r1.pdf).
- G. EPA Energy Smart Resources Guide:
  - 1. [https://cfpub.epa.gov/si/si\\_public\\_record\\_report.cfm?Lab=NRMRL&dirEntryId=190014](https://cfpub.epa.gov/si/si_public_record_report.cfm?Lab=NRMRL&dirEntryId=190014).
- H. Sustainable Remediation Forum (SURF):
  - 1. <https://www.sustainableremediation.org/>.
- I. US Army Corps of Engineers – Evaluation of Consideration and Incorporation of Green and Sustainable Remediation Practices in Army Environmental Remediation:
  - 1. <https://usace.contentdm.oclc.org/digital/collection/p266001coll1/id/2298/>.
- J. American Society of Civil Engineering – Adapting Infrastructure and Civil Engineering Practice to a Changing Climate:
  - 1. <https://ascelibrary.org/doi/pdf/10.1061/9780784479193>

#### 1.4 ENVIRONMENTAL GOALS

- A. The Contractor, to the extent practicable, shall:
  - 1. Minimize the amount of waste generated from the site and maximize the use of recycling/reuse facilities for disposal of the waste to the extent practicable and as approved by the Department.
  - 2. Maximize use of energy derived from renewable resources.
  - 3. Minimize on- and off-site fuel combustion.
  - 4. Minimize use of water and maximize water recycling.
  - 5. Minimize disturbance to land and ecosystems.
  - 6. Minimize use of water for dust control and utilize sustainable dust control products.
  - 7. Green Power Requirements
    - a. Maximize use energy derived from a renewable source.
    - b. Comply with renewable energy requirements in accordance with the Center for Resource Solutions (CRS) Green-e Standard for Electricity Products.
  - 8. Use the Electronic Product Environmental Assessment Tool (EPEAT) to find electronic products with reduced impacts on the environment.
  - 9. Resource Conservation and Green Materials
    - a. During construction activities and associated landscape alteration activities, green building strategies such as those outlined in the USGBC LEED should be considered. LEED includes guidelines and recommendations for new construction,

and existing building operations and management that fall under six categories important for reducing the environmental impact of facilities of all types:

- 1) Sustainable sites.
  - 2) Water efficiency.
  - 3) Energy and atmosphere.
  - 4) Materials and resources.
  - 5) Indoor environmental quality.
  - 6) Innovation in operations.
10. As noted across the LEED categories, resources other than energy that can be conserved include water, raw materials for articles consumed, topsoil, paper for reports and landfill space. Conserving one resource typically conserves other resources and has other sustainability benefits. For example, recycling of construction and demolition debris or metal recovered at a munitions site will reduce consumption of landfill space and may also save energy and reduce air emissions by minimizing material transportation. Another example is the use of waste-to-energy plants for waste disposal rather than landfills in states where these plants are currently operating. This too reduces the consumption of landfill space and also results in energy production from the waste processing. Other examples of resource conservation include: treated water reuse or reinjection, the reuse of treated soil onsite, and the beneficial reuse of sediments.
  11. The use of “green” construction and project management tools and materials such as eco-friendly concrete or the use of native plants for site restoration also advances the sustainability objectives of the project. It is important to understand that green remediation implies minimizing the entire footprint of the remediation project, which includes the environmental impacts of products and materials associated with the project. For example, eco-friendly concrete refers to concrete that is produced with a certain percentage of cement replaced by recovered cementitious materials such as fly ash, slag or glass. This type of reduced cement concrete takes a problematic substance out of the waste stream and reduces the cumulative amount of energy associated with the production of concrete. The use of native plants for site restoration helps to conserve water and eliminate the need for potentially harmful fertilizers and pesticides.

## 1.5 SUBMITTALS

- A. Form “A” - Summary of Green Remediation Metrics (included at the end of this specification):
  1. Consistent with NYSDEC Program Policy DER-31/Green Remediation requirements, the Contractor shall complete Form A - Summary of Green Remediation Metrics, in its entirety and sign the certification as to its accuracy.
  2. The Contractor shall submit properly completed Form A to the Department along with the Contractor’s Application for Payment.
  3. Consistent with NYSDEC’s Part 248 Annual Emission Reporting requirements, Contractor is required to report annual emission for those vehicles used under Contract reporting period (even those exempt from Best Available Retrofit Technology [BART] requirements) on both the Annual Report and Vehicle Inventory forms. These forms are not intended to be cumulative lists of a Prime Contractor's fleet over time and should only reflect vehicles used during the Contract or Reporting period. Reporting forms and requirements can be accessed at <https://www.dec.ny.gov/chemical/118127.html>.
  4. Submit product data for all products and equipment specified within this specification and other project specifications. As appropriate, include data presenting energy consumption ratings, air discharge ratings, bio-content analysis, and other sustainability measures indicated in this section.

- B. A Green Remediation Plan submitted as a component of the Contractor's Work Plan (as required by Section 01 33 00 – "Project Submittals and Procedures") that includes a description of the green remediation elements incorporated into the Contractor's approach whether required by the contract documents or independently proposed by the Contractor, including but not limited to the following:
1. Emission reduction control and policies which shall include a plan for clean diesel practices. At a minimum the plan must incorporate the first two bullets below.
    - a. Reduce unnecessary idling through the use of auxiliary power units, electric equipment, and strict enforcement of idling limits.
    - b. Practice good engine maintenance to meet original standards, and properly train operators to run equipment efficiently.
    - c. Use verified diesel emission control technology ("VDEC"), including verified diesel particulate filters ("DPFs") or diesel oxidation catalysts ("DOCs").
  2. Transportation minimization and green transportation evaluation
  3. Recycling, reuse and waste minimization
  4. Use of local materials and facilities
  5. Approach to tracking emissions reductions and other green remediation metrics; and
  6. Justification for any proposed approach that does not meet the minimum green remediation requirements and/or preferences included in the Contract Documents.

## 1.6 QUALITY ASSURANCE

- A. Environmental Project Management and Coordination:
1. Contractor shall designate an employee who shall be responsible for implementation of green remediation elements; coordinate work of subcontractors and suppliers; instruct workers relating to environmental issues; ensure that green remediation metrics are collected, recorded on *Form A - Summary of Green Remediation Metrics* and submitted with the Contractor's Application for Payment, and oversee Project environmental goals.

## PART 2 - PRODUCTS

- A. Evaluate the products and materials needed for the project and identify "sustainable" materials to be used. Focused effort shall be directed to identify materials and products that are needed in large quantities that will have the largest impact on the project. For example, projects requiring a large amount of crushed stone for temporary roadway construction shall be evaluated for sustainable solutions (e.g., recycled crushed concrete and local sources).
- B. Materials with a high carbon footprint (such as concrete, because of the manufacture of the Portland cement in the material) shall also be evaluated to identify more sustainable solutions. Green concrete shall be considered for such situations.
- C. Contractor shall use environmentally preferable products, where appropriate and as approved by the Department, including, but not limited to:
1. Compact Fluorescent Lights (CFL) or LED.
  2. Reused PVC pipe.
  3. Environmentally friendly electronics (e.g., ENERGY STAR).
  4. Items composed of recovered materials such as recycled asphalt, concrete and rubble; recycled wood including mulch products; recycled metals including steel, copper, and brass; and items/products composed of recycled cardboard.



5. Items constructed using renewable resources such as biomass energy (such as ethanol), hydropower, geothermal power, wind energy, and solar energy.
6. Bio-based cleaning products.
7. Bio-based dust control agents and dust suppressants: Products formulated to reduce or eliminate the spread of dust associated with gravel roads, dirt parking lots, open excavations, stockpiled materials or similar sources of dust. Provide minimum 85% biobased content.
8. Geotextile fabrics/tarps made of recycled or recovered material.
9. Hydraulic fluids that are biodegradable for operating hydraulic equipment such as excavators, bulldozers, and drill rigs.
10. Phosphate-free detergents instead of organic solvents or acids to decontaminate equipment not used directly for sample collection.
11. Substitute temporary silt fences with biodegradable erosion controls such as tubular devices filled with organic materials.
12. Products must be certified environmentally clean before delivery to the project site. Engineer's approval shall be required for all products.

### PART 3 - EXECUTION

#### A. The Contractor shall, to the extent practicable:

1. General Site Requirements:
  - a. Set up an on-Site recycling program for Contractor-generated wastes.
  - b. Provide all required documentation in electronic format, eliminating the need for printing, inks, paper, and mail/delivery impacts.
  - c. Sequence work to minimize double handling (e.g., direct loading of waste, direct placement of backfill, etc.) of materials.
  - d. Provide locally made materials that are composed of recovered materials to the maximum amount practicable.
  - e. Provide materials that generate the least amount of pollution during mining, manufacturing, transport, installation, use and disposal.
  - f. Maintain office trailer heating and cooling systems at efficient set points. Utilize renewable energy for trailer power and lighting when possible. Utilize programmable or smart devices to efficiently control lights and HVAC equipment.
  - g. If alternatives are available, do not use materials that contain ozone-depleting chemicals (e.g., CFCs or HCFCs) and that emit potentially harmful volatile organic compounds (VOCs).
  - h. Employ construction practices that minimize the generation of excessive dust and combustion by-products.
  - i. Contract shall not use or cause to be used scarce, irreplaceable and endangered resources.
  - j. Reduce impact to land and ecosystems.
  - k. Reuse treated wastewater for non-potable uses on site such as sanitary facilities, dust control additives, decontamination. Contain and reuse water on site, to the extent practicable, as approved by the Department.
  - l. Ensure temporary facilities (e.g., field offices and sanitary facilities) and permanent structures (e.g., treatment plants and offices) are thoroughly and properly insulated.
  - m. Design structures to take full advantage of passive solar heating and cooling.
  - n. Identify onsite or nearby sources of backfill material such as crushed concrete.
  - o. Incorporate green requirements into cleanup and supporting service procurements.

- p. Choose service providers with local offices, to minimize the distance of worker commutes and machinery transport.
  - q. Choose equipment and product vendors with nearby production or distribution centers, to minimize delivery-related fuel use.
2. Equipment Requirements:
- a. Minimize equipment engine idling.
  - b. Utilize properly sized equipment and minimize the number of mobilizations needed to deliver and remove heavy equipment. Utilize an automated coupling system for equipment, rather than a manual pin-on system for changing excavator attachments, to reduce machine operating time.
  - c. Use machine models capable of performing assorted tasks, whenever feasible, to avoid field deployment of multiple types of machines. For instance, a single excavator can be equipped with a bucket for digging, a breaker for demolition or a grapple for land clearing.
  - d. Incorporate electronic intelligence systems to improve productivity within and among field machines. “Smart” systems enable work managers to remotely monitor field operations via machine-to-machine communications and identify changes to be made by machinery operators accordingly.
  - e. Use machines with variable-speed control technology, which automatically reduces engine speed during low workload requirements, or with pump torque control, which allows a machine operator to change a machine’s hydraulic pump torque.
  - f. Use machines with repowered or newer engines that are more fuel efficient.
  - g. Implement an engine idle reduction plan to avoid fuel consumption when machinery is not actively engaged. Options include manual shutdown after a specified time such as five minutes, engagement of automatic shutdown devices, or use of auxiliary power units to heat or cool machinery cabs.
  - h. Minimize emissions during site work (e.g., replace or retrofit older engines or use newer efficient models or use low-sulfur fuel).
  - i. Deploy direct-push technology (DPT) instead of rotary drilling rigs whenever feasible for additional subsurface sampling or for monitoring well installation. DPT can reduce drilling duration by as much as 50-60% while eliminating generation of drill cuttings or the need to dispose of drilling fluids.
  - j. Employ transportation methods, such as rail, which have demonstrated low emissions.
  - k. Choose trucking methods and fleets that use vehicles equipped with fuel efficiency options such as tractor trailer skirts and air tabs, as well as clean diesel technology.
  - l. Practice engine maintenance in accordance with manufacturers’ recommendations and properly train operators to run equipment efficiently.
  - m. Perform all required equipment inspections to reduce the potential for breakdowns, hydraulic fluid spills, and other negative impacts due to lack of inspections.
  - n. Use 2007 or newer on-road diesel trucks or retrofitted diesel trucks with equivalent emissions reductions that get better fuel mileage, reduce air toxics and use low sulfur fuel or alternative fuel.
  - o. Identify onsite or nearby sources of topsoil, to avoid long-distance transport of clean soil. Options may include onsite manufacturing of topsoil through use of locally sourced industrial byproducts such as compost or silica-based spent foundry sands.
  - p. Use solar power packs to recharge batteries in small electronic devices such as small hand tools, cell phones, laptop computers and sensors.
  - q. Install a ground-mounted PV array, wind turbine or mechanical windmill to power equipment needed for long-term site monitoring or maintenance. Properly scale and configure such equipment to provide power to other remediation equipment if possible.

- r. Use high efficiency variable speed pumps for groundwater extraction and treatment plant operations.
  - s. Optimize pump-and-treat systems using properly sized equipment to minimize excess extraction or energy usage.
3. Restoration and Revegetation Requirements:
- a. Revegetate backfilled areas as quickly as possible through use of a diverse mix of native grasses, shrubs, forbs and trees supporting many habitat types.
  - b. Include plant species that promote colonization of bees and other pollinators.
  - c. Seed or install native rather than non-native species, which typically increases the rate of plant survival and minimizes the need for irrigation and soil or plant inputs.
  - d. Choose grass species requiring little or no mowing.
  - e. Substitute chemical fertilizers, herbicides or pesticides with non-synthetic inputs, integrated pest management methods, and soil solarizing techniques during vegetation planting, transplanting or ongoing maintenance.
  - f. Retain native, noninvasive plants for later replanting.

\* END OF SECTION 01 89 29 \*

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SECTION 01 89 29 – GREEN REMEDIATION PRACTICES

FORM A

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## Form A Summary of Green Remediation Metrics

Site Name: \_\_\_\_\_ Site Code: \_\_\_\_\_ Operable Unit: \_\_\_\_\_  
 Address: \_\_\_\_\_ City: \_\_\_\_\_  
 State: \_\_\_\_\_ Zip: \_\_\_\_\_ County: \_\_\_\_\_

### Reporting Period

Contract Period From: \_\_\_\_\_ To: \_\_\_\_\_  
 Reporting Period From: \_\_\_\_\_ To: \_\_\_\_\_ Is this a Final Report? Yes  No

### Contact Information

Preparer's Name: \_\_\_\_\_ Phone No.: \_\_\_\_\_  
 Preparer's Affiliation: \_\_\_\_\_ Company Code: \_\_\_\_\_  
 Contract No. \_\_\_\_\_

**Materials & Waste Generation:** Quantify the materials used or consumed and the management of waste generated on-site.

	Current Reporting Period (Include Units)	Total to Date (Include Units)
<b>Materials Brought to the Site</b>		
• Topsoil		
• Fill		
• Silt Fence		
• Silt Logs		
• Aggregate Base Course		
• Geotextile		
• Solidification Additives		
• Activated carbon		
• Other:		
• Other:		
• Other:		
• Other:		
• Other:		
• Other:		
• Other:		
<b>Total Wastes Generated On-Site</b>		
• Remedy Generated Waste		
• Contractor Generated Waste		
• Other:		
• Other:		
• Other:		
• Other:		
• Other:		
• Other:		
• Other:		

*Provide a description of any implemented waste reduction programs appropriate for this project in the space provided on the certification page.*





**Energy Usage:** Quantify the amount of energy used on-site and portion of that voluntarily derived from renewable energy sources.

	Current Reporting Period (KWh)	Total to Date (KWh)
Total electricity usage		
<b>Of that total amount, provide quantity:</b>		
• Derived from renewable source (i.e., solar, wind)		
• Other:		

*Provide descriptions in the space provided on the certification page of all reported energy use reduction programs appropriate to this project, including use of electricity derived from renewable sources.*

**Water Usage:** Quantify the volume of water used on-site from difference sources.

	Current Reporting Period (Gallons)	Total to Date (Gallons)
Total quantity of water used on-site		
<b>Of that total amount, provide the quantity obtained from:</b>		
• Public potable water supply		
• Surface water		
• On-site treated groundwater		
• Reclaimed treated water		
• Collected or diverted storm water		
• Re-Injected groundwater		
• Other:		
• Other:		

*Provide descriptions in the space provided on the certification page of any reported water use reduction programs applied. Please note if reused/injected groundwater is pre-treated.*

**Emissions:** Quantify the distance traveled for delivery of supplies and removal of waste.

	Current Reporting Period (Miles)	Total to Date (Miles)
Off-site mobile fuel combustion		
Other:		

*Provide descriptions in the space provided on the certification page of practices such as use of local vendors within 150 miles of the site and on-site stationary fuel use reduction programs.*

Quantify the number of hours that diesel and other equipment with the potential to emit hazardous air pollutants (HAPs) or greenhouse gas (GHG) emissions was operated on-site.

	Current Reporting Period (Hours)	Total to Date (Hours)
On-site diesel excavation/construction equipment usage		
Other on-site processes generating emissions		
Other:		

Quantify the VOC emissions from active remediation systems on-site.

	Current Reporting Period (lbs VOCs emitted)	Total to Date (lbs VOCs emitted)
Operating soil remediation equipment		
Operating groundwater remediation equipment		
Other:		

*Provide descriptions in the space provided on the certification page of the type of equipment used, rating, emission control devices used and other means to reduce emissions.*

**Land and Ecosystem:** Quantify the amount of land and/or ecosystems disturbed by construction and the area of land and/or ecosystems restored to a natural condition.

	Current Reporting Period (Acres)	Total to Date (Acres)
Total land area disturbed		
Total land area restored		
Increase in area for storm water infiltration (vs pre-disturbed conditions)		
Increase in area of native species plantings (vs pre-disturbed conditions)		
Other:		

*Quantify the amount of land and/or ecosystems remediated.*

	Current Reporting Period (Acres)	Total to Date (Acres)
Total area of land impacted by contamination		
Total area of land remediated to unrestricted use		
Total area of land remediated to other future site use		

**Additional Comments on Green Remediation Programs Implemented:** *Provide descriptions in the space provided of other green remediation practices performed during the project.*

**Descriptions of green remediation programs reported above (Attach additional sheet if needed)**

**Materials and Products Imported:**

**Waste Generation:**

**Recycled and Bio-Based Content in Imported Products and Materials:**

**Solid Waste Disposal and Diversion:**

**Energy Use:**

**Water Use:**

**Emissions:**

**Land and Ecosystem:**

**Other:**

**CERTIFICATION BY CONTRACTOR**

I, \_\_\_\_\_ (Name) do hereby certify that I am \_\_\_\_\_ (Title) of the Company/Corporation herein referenced and contractor for the work described in the foregoing application for payment. According to my knowledge and belief, all items and amounts shown on the face of this application for payment are correct, all work has been performed and/or materials supplied, the

**Descriptions of green remediation programs reported above (Attach additional sheet if needed)**

foregoing is a true and correct statement of the contract account up to and including the last day of the period covered by this application.

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Contractor**

**SECTION XI**

***Supplementary Specifications***

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**SECTION XI – SUPPLEMENTARY SPECIFICATIONS**

<b><u>Document Section</u></b>	<b><u>Title</u></b>	<b><u>Initial Page</u></b>
01 10 00	SUMMARY	01 10 00-1
01 14 19	USE OF SITE	01 14 19-1
01 71 33	PROTECTION OF WORK AND PROPERTY	01 71 33-1
01 74 19	WASTE MANAGEMENT AND DISPOSAL	01 74 19-1
02 21 00	SURVEYS	01 21 00-1
31 10 00	SITE CLEARING	31 10 00-1
31 23 00	EXCAVATION AND BACKFILL	31 23 00-1
31 23 19	CONSTRUCTION WATER MANAGEMENT	31 23 19-1
32 31 13	CHAIN LINK FENCING AND GATES	32 31 13-1
32 92 00	SEEDING AND MULCHING	32 92 00-1
33 24 13	WELL ABANDONMENT	33 24 13-1
33 41 00	FLUSHING, CLEANING, AND INSPECTION OF CULVERTS	33 41 00-1

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## SECTION 01 10 00 - SUMMARY

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. All sections are related to this section.

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Project information.
  - 2. Work covered by Contract Documents.
  - 3. Access to site.
  - 4. Work restrictions.
  - 5. Specification and drawing conventions.

## 1.3 PROJECT INFORMATION

- A. Project Identification: Dearcop Farm Site, Site Number: 828016
- B. Project Location: 92 Dearcop Drive, Gates, New York, 14624
- C. Owner: Charles Dearcop Sr. and Herbert Dearcop
  - 1. 930 Elmgrove Road, Rochester, New York, 14624
- D. Department: New York State Department of Environmental Conservation
  - 1. Department's Representative: George Momberger, P.E. (518) 402-9812, [gfmomberger@gw.dec.state.ny.us](mailto:gfmomberger@gw.dec.state.ny.us)
- E. Engineer: Ecology and Environment Engineering and Geology, P.C.
  - 1. 40 La Riviere Drive, Buffalo, New York, 14202. (716) 853-1220
- F. Site Description
  - 1. The Dearcop Farm site is an inactive approximately 8-acre landfill located off the north end of Dearcop Drive and Varian Lane in the Town of Gates, Monroe County, New York. The site is surrounded by I-490 to the north, residential areas to the south, a small man-made embankment approximately 70 feet west of the NYS Barge Canal on the east, and I-390 off-ramp to the west.
  - 2. The area is well vegetated with weeds, brush, and trees. Foundry sand, slag, scrap metal, wood, glass, and other debris can be seen throughout the site. The terrain is uneven, but the slope and drainage trend principally north and east to the canal. Access to the site is available from the south off Dearcop Drive and Varian Lane.
  - 3. The site functioned as a disposal area from 1919 to 1970. Reportedly, the site received industrial waste between 1930 and 1970 from General Railway Signal Company; E.I. DuPont DeNemours and Company, Inc., (DuPont); the Pfaudler Company; and American Brakeshoe Company. When NYSDOT purchased the

- site in 1958, dumping in that area stopped. The waste disposed of at the site included rubbish, office paper, wood, debris, scrap iron, foundry dirt, sandblasting sand, and sand castings.
4. Waste disposed of at the site by DuPont also included acids, heavy metals, waste oil and oil sludges, halogenated organics, and other compounds. These wastes were disposed of through open burning. The I-490 highway median is currently located over the former solvent burning area. A geotextile liner and 1 to 2 feet of fill material were placed over the former burn pit area during reconstruction of I-490 in the early 1990s.
  5. Analytical results of samples collected from three Phase II investigation monitoring wells indicated that the groundwater in the area of the site is contaminated with halogenated and aromatic volatile organic compounds (VOCs). Surface water and sediments were not found to be contaminated. A magnetometer survey detected several high anomalous zones in the landfill north of the residential area and in the median of I-490.
  6. In June 1990, NYSDEC collected soil/sediment samples from six locations at the Dearcop Farm site. Elevated levels of radioactive isotopes were detected in a soil sample collected on July 18, 1990, from a blue-stained surface soil deposit located in the northwest section of the site. Radium-226 and radium-228 were detected at 5.1 picocuries per gram (pCi/g) and 3.4 pCi/g, respectively.
  7. A Remedial Investigation (RI) was conducted in three phases. E & E conducted Phase I and II, while NYSDEC conducted the Phase III investigation. The RI confirmed the presence and delineated the extent of contamination. Based on the results of the RI in comparison to standards, criteria, and guidances (SCGs) and potential public health and environmental exposure rates, a Feasibility Study (FS) identified certain areas and media of the site that require remediation. A Record of Decision (RoD) was signed in 1995 calling for capping of the north and south areas.
  8. An Interim Remedial Measure (IRM) was completed in 1997. Additional sampling was performed in the select residential lots to further delineate the areas of soil contamination. Soil in the residential area contaminated with lead or cadmium above the New York State Department of Health (NYSDOH) recommended cleanup levels of 400 ppm and 10 ppm, respectively, was excavated and consolidated onto the landfill site. Localized soil areas from four residential lots were excavated. Excavated soil/fill was hauled to the on-site area and stored on site in a staging area for use in the landfill cap.

#### 1.4 WORK COVERED BY CONTRACT DOCUMENTS

- A. The Contractor shall provide all necessary personnel, equipment, supplies, and materials to perform the services as described in the Contract Documents. Work of Project is defined by the Contract Documents and consists of the following:
  1. Mobilization and demobilization of equipment and material to the site;
  2. Construction of a site access road and staging area;
  3. Site clearing and grubbing;
  4. Intermediate grading of the site to accommodate landfill cover and appropriate drainage;
  5. Installation of the landfill cover system;
  6. Installation of a gravel turnaround at the end of Varian Lane;
  7. Cleaning of sediment and debris from the 42-inch culvert beneath the eastbound I-490;

8. Decommissioning of existing monitoring wells; and
  9. Site grading and restoration.
- B. The scope of work to be performed under this contract includes all of the work in the Contract Documents. No part of the Contract Documents shall be broken out as a separate contract.

#### 1.5 SALVAGE OF MATERIALS AND EQUIPMENT

- A. Existing materials and equipment removed and not shown or specified to be reused in the Work will become Contractor's property.
- B. Removal, Storage, Handling, Reinstallation:
1. Carefully remove in manner to prevent damage all materials and equipment shown or indicated to be salvages and reused or to remain property of Department.
  2. Store and protect salvaged items shown or indicated to be used in the Work.
  3. Replace in-kind or with new items those items of materials and equipment damaged during removal, storage, or handling through Contractor's actions, negligence, or improper procedures.
- C. Contractor may furnish and install new items, with Engineer's approval, instead of those specified or indicated to be salvaged and reused, in which case such removed items will become Contractor's property.

#### 1.6 ACCESS TO SITE

- A. General: Contractor shall have limited use of Project site for construction operations as indicated on Drawings by the Contract limits and as indicated by requirements of this Section and Section 01 14 19 – "Use of Site".
- B. Contractor shall construct an access road and staging area from the site entrance on the south side of the site, allowing access to site from the north end of Varian Lane. The location of the access road and staging area are shown in the Contract Drawings.
- C. Use of Site: Limit use of Project site to work in areas indicated. Do not disturb portions of Project site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to those depicted in the Contract Drawings.
  2. Driveways, Walkways and Entrances: Keep driveways and entrances serving premises clear and available to emergency vehicles at all times. Do not use these areas for parking or storage of materials.
    - a. Schedule deliveries to minimize use of driveways and entrances by construction operations.
    - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.
- D. For the purposes of this Contract, Substantial Completion shall be defined as the completion of all intrusive and restoration work (i.e. excavation, backfill, grading, cover placement, and seeding).

## 1.7 EASEMENTS AND RIGHTS-OF-WAY

### A. General:

1. Easements and rights-of-way required for the permanent improvements included in the Work will be provided by Department in accordance with the General Conditions and Supplementary Conditions.
2. Confine construction operations within Department property, public rights-of-way, easements obtained by Department, and limits shown, and property for which Contractor has made arrangements directly with property owner(s).
3. Use care in placing construction tools, equipment, excavated material, and materials and equipment to be incorporated into the Work to avoid damaging property and interfering with traffic.
4. Do not enter private property outside the construction limits without permission from the owner of the property.

### B. On Private Property:

1. General limits of Department-furnished easements are shown on the Drawings.

## 1.8 WORK RESTRICTIONS

### A. Work Restrictions, General: Comply with restrictions on construction operations.

1. Comply with limitations on use of public streets and with other requirements of authorities having jurisdiction.

### B. Work Schedule: The work sequence that the Contractor proposes in the Project Schedule and Work Plan shall accommodate the following requirements:

1. All regrading and consolidation of contaminated soils shall be performed prior to installation of the landfill cap.

### C. On-Site Work Hours: Limit work to normal business working hours of 7:30 a.m. to 6:00 p.m., Monday through Friday, unless otherwise indicated.

1. Weekend Hours: Requires Engineer's approval.
2. Early Morning Hours: Requires Engineer's approval.
3. Evening Hours: Requires Engineer's approval.
4. Hours for Utility Shutdowns: Requires Engineer's approval.

### D. Existing Utility Interruptions: Do not interrupt utilities unless permitted under the following conditions and then only after providing temporary utility services according to requirements indicated:

1. Notify Engineer not less than five days in advance of proposed utility interruptions.
2. Obtain Engineer's written permission before proceeding with utility interruptions.

### E. Noise, Vibration, and Odors: Coordinate operations that may result in high levels of noise and vibration, odors, or other disruption with Engineer.

1. Notify Engineer not less than five days in advance of proposed disruptive operations.
2. Obtain Engineer's written permission before proceeding with disruptive operations.

### 1.9 NOTICES TO OWNERS AND SUTHORITIES OF PROPERTIES ADJACENT TO THE WORK

- A. Notify Engineer five (5) calendar days in advance of Work where the prosecution of the Work may affect their property, facilities, or use of property. Engineer in turn will notify adjacent owners and utility owners.
- B. When it is necessary to temporarily obstruct access to property, provide notices sufficiently in advance to enable affected persons to provide for their needs. Such notifications shall comply with Laws and Regulations and, whether delivered orally or in writing, shall include appropriate information concerning the interruption and instructions on how to limit inconvenience caused thereby.
- C. Notify utility owners and other concerned entities not less than 48-hours prior to cutting or closing streets or other traffic areas or excavating near underground facilities or exposed utilities.

### 1.10 SPECIFICATION AND DRAWING CONVENTIONS

- A. Specification Content: The Specifications use certain conventions for the style of language and the intended meaning of certain terms, words, and phrases when used in particular situations. These conventions are as follows:
  - 1. Imperative mood and streamlined language are generally used in the Specifications. The words "shall," "shall be," or "shall comply with," depending on the context, are implied where a colon (:) is used within a sentence or phrase.
  - 2. Specification requirements are to be performed by Contractor unless specifically stated otherwise.
- B. General Requirements: Requirements of Sections in the Standard Specifications apply to the Work of all Sections in the Specifications.
- C. Drawing Coordination: Requirements for materials and products identified on Drawings are described in detail in the Specifications. One or more of the following are used on Drawings to identify materials and products:
  - 1. Terminology: Materials and products are identified by the typical generic terms used in the individual Specifications Sections.
  - 2. Abbreviations: Materials and products are identified by abbreviations scheduled on Drawings.
  - 3. Keynoting: Materials and products are identified by reference keynotes referencing Specification Section numbers found in this Project Manual.

### 1.11 MISCELLANEOUS PROVISIONS

- A. All work permits for construction-related activities will be the responsibility of the Contractor.

## PART 2 - PRODUCTS – NOT USED

## PART 3 - EXECUTION

## 3.1 GENERAL

- A. Under this Contract, the Contractor shall furnish all personnel, equipment, supplies, and materials and shall do all work as shown on the Contract Documents, as specified, and as directed by the Engineer, in accordance with the obvious and expressed intent of the Contract to secure a complete construction project. In general, the work to be performed under this Contract and each Bid Item is described, but not limited to, the following sections.
- B. The quality of workmanship and materials entering into the work under this Contract shall conform to the requirements of the pertinent sections, clauses, paragraphs, and sentences, both directly and indirectly applicable thereto, in these specifications, whether or not direct reference to such occurs in the Bid Items.
- C. No additional payment shall be made for work performed by the Contractor to replace defective work, work which is not shown in the Contract Documents, work outside the limits of the Contract, and additional work necessary due to the actions of the Contractor, unless approved in writing by the Engineer.
- D. The attention of the Contractor is called to the fact that methods of execution must be selected to prevent any hazard or deterioration to surrounding site features and adjacent community facilities, including the integrity of the existing Dearcop Drive or Varian Lane as they exist at the beginning of construction.
- E. All materials and wastes associated with the remediation work will be properly characterized, transported and disposed of by the Contractor (or Subcontractor) in accordance with all applicable state and federal regulations.

## 3.2 LIMITS OF WORK AND DISTURBANCE

- A. Work will be confined to the limits of work areas as indicated on the Contract Documents. No disturbance of existing trees and vegetation will be permitted beyond the limits of work unless otherwise approved by the Engineer.
- B. The Contractor will restrict their access to the site and all work areas shown on the Contract Documents.
- C. Work performed during project mobilization, construction, or demobilization will not impede the natural drainage of the site, except as it pertains to any planned soil erosion and control measures required to comply with the approved SWPPP for the project.

\* END OF SECTION 01 10 00 \*

SECTION 01 14 19 – USE OF SITE

PART 1 - GENERAL

1.1 DESCRIPTION

A. Scope:

1. This Section includes requirements for use of the Site during the Project, and includes requirements for use of existing facilities, as applicable.
2. Contractor shall provide all labor, materials, equipment, tools, and incidentals shown, specified, and required to comply with restrictions on Contractor's use of the Site and other areas.
3. Comply with requirements of the General Conditions, as may be modified by the Supplementary Conditions, regarding the Contractor's use of the Site and other areas.

1.2 USE OF PREMISES

- A. Limit use of premises at the Site to work areas shown or indicated on the Drawings. Do not disturb portions of the Site beyond areas of the Work.
  1. Access to Site, Access Roads, and Parking Areas: Refer to Section 01 55 13 – “Access Roads and Parking Areas”.
- B. Use of Existing Buildings and Structures: Obtain Department's written permission for each proposed use of existing buildings and structures.
- C. Promptly repair damage to premises caused by construction operations. Upon completion of the Work, restore premises to specified condition; if condition is not specified, restore to pre-construction condition.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION – NOT USED

\* END OF SECTION 01 14 19 \*

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## SECTION 01 71 33 – PROTECTION OF THE WORK AND PROPERTY

## PART 1 - GENERAL

## 1.1 DESCRIPTION

## A. Scope:

1. This Section includes general requirements for safety and protection that augment the requirements of the General Conditions, as may be modified by the Supplementary Conditions. This Section also includes requirements for barricades and warning signals, and protection of trees and plants, existing structures, floors, roofs, installed items, and landscaping.
2. Contractor shall be responsible for taking all precautions, providing all programs, and taking all actions necessary to protect personnel health and safety, and to protect the Work and all public and private property and facilities from damage, as specified in the General Conditions, Supplementary Conditions, and the Specifications.
3. To prevent damage, injury, or loss, Contractor's actions shall include the following:
  - a. Provide measures for safety of personnel at the Site, including workers engaged in the Work, delivery personnel, testing and inspection personnel, personnel of authorities having jurisdiction, other visitors to the Site, the public, Department's personnel, facility manager's personnel (if different from Department), Engineer, and Resident Project Representative (if any).
  - b. Storing apparatus, materials, supplies, and equipment in an orderly, safe manner that does not unduly interfere with progress of the Work or work of other contractors, utility owners, and owners of transportation rights-of-way.
  - c. Providing suitable storage facilities for materials and equipment subject to damage or degradation by exposure to climate, temperature, theft, breakage, or other cause.
  - d. Placing upon the Work or any part thereof only loads consistent with the safety and integrity of that portion of the Work and existing construction.
  - e. Frequently removing and disposing of refuse, rubbish, scrap materials, and debris caused by Contractor's operations so that, at all times, the Site is safe, orderly, and workmanlike in appearance.
  - f. Providing temporary barricades, fencing, and guard rails around the following: openings, scaffolding, temporary stairs and ramps, around excavations, for elevated walkways, and other areas that may present a fall-hazard or hazard to vehicles.
4. Do not, except after written consent from proper parties, enter or occupy privately-owned property or premises with personnel, tools, materials or equipment, except on lands and easements provided by Department.
5. Contractor has full responsibility for preserving public and private property and facilities on and adjacent to the Site. Direct or indirect damage done by, or on account of, any act, omission, neglect, or misconduct by Contractor in executing the Work, shall be remedied by Contractor, at his expense, to condition equal to that existing before damage was done.
6. Department May Remedy:
  - a. Should Contractor fail to protect and safeguard property and the Work after requests from Engineer or Department, Department may implement measures to protect property and the Work.
  - b. Cost of such Department-implemented measures shall be paid by Contractor. Department may deduct from payments due Contractor such amounts as set-offs in accordance with the Contract Documents.

- c. Such right, however, shall not result in any obligation by Department or Engineer to continuously monitor or have responsibility for protection of property and the Work, which responsibility is exclusively Contractor's.

## PART 2 - PRODUCTS – NOT USED

## PART 3 - EXECUTION

### 3.1 BARRICADES AND WARNING SIGNALS

#### A. Barricades and Warning Signals – General:

1. Where the Work is performed on or adjacent to roadway, access road or driveway, right-of-way, or public place:
  - a. Provide temporary barricades, fences, lights, warning signs, danger signals, watchmen, and take other precautionary measures for protecting persons, property, and the Work.
  - b. Use appropriately colored and reflective barricades, or paint barricades accordingly, to be visible at night.
  - c. From sunset to sunrise, provide and maintain not less than one temporary light at each barricade.
  - d. Erect sufficient barricades to keep vehicles from being driven on or into Work under construction.
  - e. Furnish watchmen in sufficient numbers to protect the Work.
2. Provide temporary barricades to protect personnel and property for Work not in or adjacent to transportation routes and vehicular travel areas, including indoor work, in accordance with Laws and Regulations.
3. Contractor's responsibility for maintaining temporary barricades, signs, lights, and for providing watchmen shall continue until the Work is substantially complete in accordance with the Contract Documents, unless other provision for security and protection is agreed to by the parties. After Substantial Completion, protect Work and property during periods when final Work or corrective Work is underway.

#### B. Temporary Fencing: Refer to Section 01 57 33 – "Security".

### 3.2 TREE AND PLANT PROTECTION

#### A. Tree and Plant Protection – General:

1. Protect existing trees, shrubs, and plants on or adjacent to the Site, shown or designated to remain in place, against unnecessary cutting, breaking, damage, or skinning of trunk, branches, bark, and roots.
2. Do not store materials or equipment or park construction equipment and vehicles within foliage drip lines.
3. In areas subject to traffic, provide temporary fencing or temporary barricades to protect trees and plants.
4. Open fires are not allowed onsite.
5. Within the limits of the Work, water trees and plants that are to remain to maintain their health during construction operations.

6. Cover exposed roots with burlap and keep such burlap continuously wet. Cover exposed roots with earth as soon as possible. Protect root systems from mechanical damage and damage by erosion, flooding, runoff, and noxious materials in solution.
7. If branches or trunks are damaged, prune branches immediately and protect cut or damaged areas with emulsified asphalt compounded specifically for horticultural use, in manner acceptable to Engineer.
8. When directed by Engineer, remove and dispose of at location away from the Site damaged trees and plants that die or suffer permanent injury, and replace each damaged tree or plant with specimen of equal or better species and quality.
9. Coordinate Work in this Article with the following Specifications:
  - a. Section 31 10 00 – “Site Clearing”.

### 3.3 PROTECTION OF EXISTING STRUCTURES

#### A. Underground Facilities:

1. Underground Facilities known to Department and Engineer, except water, gas, sewer, electric, and communications services to individual buildings and properties, are shown. Information shown for Underground Facilities is the best available to Department and Engineer but, in accordance with the General Conditions, as may be modified by the Supplementary Conditions, is not guaranteed to be correct or complete.
2. Contractor shall explore ahead of trenching and excavating Work and shall sufficiently uncover Underground Facilities that will or may interfere with the Work to determine their location, to prevent damage to Underground Facilities, and to prevent service interruption to structures and properties served by Underground Facilities. If Contractor damages an Underground Facility, Contractor shall restore it to its pre-construction condition, in accordance with requirements of the owner of the damaged facility and the Contract Documents.
3. Necessary changes in the location of the Work may be directed by Engineer to avoid Underground Facilities not shown or indicated on the Contract Documents.
4. If permanent relocation of an existing Underground Facilities is required and is not otherwise shown or indicated in the Contract Documents, Contractor may be directed in writing to perform the required work. When such relocation Work results in a change in the Contract Price, Contract Times, the associated Contract modification procedures and payment for such Work shall be in accordance with the Contract Documents.

#### B. Surface Structures:

1. Surface structures are existing buildings, structures, and other facilities at or above ground surface, including their foundations and any extension below ground surface. Surface structures include, but are not limited to, buildings, tanks, walls, bridges, roads, dams, channels, open drainage routes, exposed piping and utilities, poles, exposed wires, posts, signs, markers, curbs, walks, fencing, and other facilities visible at or above ground surface.
2. Existing surface facilities, including but not limited to guard rails, posts, guard cables, signs, poles, markers, curbs, and fencing, that are temporarily removed to facilitate the Work shall be replaced and restored to their pre-construction condition at Contractor’s expense.

#### C. Protection of Underground Facilities and Surface Structures:

1. Contractor shall sustain in their places and protect from direct or indirect injury all Underground Facilities and surface structures located within or adjacent to the limits of the Work. Such sustaining and supporting shall be done carefully and as required by the party owning or controlling such structure or facility.

2. Before proceeding with the Work of sustaining and supporting such structure or facility, Contractor shall satisfy Engineer that methods and procedures to be used have been approved by party owning same.
3. Contractor shall bear all risks attending the presence or proximity of all Underground Facilities and surface structures within or adjacent to limits of the Work, in accordance with the Contract Documents.
4. Contractor shall be responsible for damage and expense for direct or indirect injury, caused by Contractor's activities, to structures and facilities. Contractor shall promptly repair damage caused by Contractor's activities, to the satisfaction of owner of damaged structure or facility.
5. Protection of Underground Facilities Under Roads and Parking Areas: Provide temporary, heavy-duty steel roadway plates to protect existing manholes, handholes, valve boxes, vaults, and other Underground Facilities near to or visible at the ground surface.

### 3.4 PROTECTION OF FLOORS AND ROOFS

#### A. Protection of Floors and Roofs – General:

1. Use proper protective covering when moving equipment, handling materials or other loads, when painting, handling mortar or grout, and when cleaning walls, ceilings, or structure contents.
2. Use metal pans to collect oil and cuttings from piping, conduits, and rod threading machines, and under metal cutting machines.
3. Do not load concrete floors less than 28 days old without written permission of Engineer. Do not load floors, roofs, or slabs in excess of design loading.
4. Do not load roofs without written permission of Engineer.
5. Restrict access to roofs, and keep Contractor personnel off existing roofs, except as required for the Work.
6. If access to roofs is required, roofing, parapets, openings, and all other construction on or adjacent to roof shall be protected with suitable plywood or other acceptable means.

### 3.5 PROTECTION OF INSTALLED MATERIALS, EQUIPMENT, AND LANDSCAPING

- A. Protect installed Work to prevent damage from subsequent operations. Remove protective items when no longer needed, prior to Substantial Completion of the Work.
- B. Control traffic to prevent damage to equipment, materials, and surfaces.
- C. Coverings:
  1. Provide temporary coverings to protect materials and equipment from damage.
  2. Cover projections, wall corners and jambs, sills, and soffits of openings, in areas used for traffic and for passage of materials and equipment in subsequent work.

\* END OF SECTION 01 71 33 \*

## SECTION 01 74 19 – WASTE MANAGEMENT AND DISPOSAL

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section, and Specification Sections including the following:
1. Section 01 50 00 – “Temporary Facilities, Controls, and Decontamination”
  2. Section 31 23 00 – “Excavation and Fill”
  3. Section 33 41 00 – “Flushing, Cleaning, and Inspection of Culverts”

## 1.2 SUMMARY

- A. The Contractor is responsible for the proper transport of all excavated soils, construction and demolition (C&D) materials, and other non-hazardous and hazardous waste generated from the site.

## 1.3 SUBMITTALS

## A. Action Submittals

1. Transportation Plan: The Contractor shall submit a Transportation Plan to the Engineer for review prior to the start of work. This plan shall include:
  - a. Type, condition, and average daily number of vehicles to be used.
  - b. Travel routes and time and weight restrictions.
  - c. A list of all shippers and their federal and state transporter ID numbers.
  - d. Proposed method of measurement.
2. Traffic Control Plan: Incorporate the anticipated impacts of traffic controls into the Work Plan (Plan) for various work areas. The Plan shall include, but not be limited to:
  - a. Access roads for project traffic to the Work area.
  - b. Estimated daily project traffic flows for the Work
  - c. Procedures for cleaning debris and spillage from public roads.
  - d. This Plan shall identify equipment and describe procedures to minimize the creation and dispersion of dust and the removal of earthen materials traced onto Site and off-Site roadways by construction vehicles. The Plan shall address major construction activities that will contribute to these situations and the Contractor’s approach to control them.
3. Disposal Facilities: The Contractor shall submit information regarding proposed facilities for disposal for each type of waste or waste stream to the Engineer. All proposed facilities must be permitted. Information submitted shall include, but not be limited to:
  - a. Name
  - b. Owner
  - c. Type of facility/permit
  - d. Contact persons, facility phone number

- e. Location
- f. Hours of operation
- g. Copies of permits

#### 1.4 PERMITS AND REGULATIONS

- A. Comply with all municipal, county, state, and federal regulations regarding transportation and disposal of materials. These include but are not limited to:
  - 1. Trucks used for transportation of material for disposal off site shall be permitted pursuant to 6 NYCRR Part 364;
  - 2. Vehicle operator possession of a commercial driver's license; Placement of emergency response procedures and emergency telephone numbers in vehicle, and operator familiarity with emergency response procedures (see Section 01 35 29 "Contractor's Health and Safety Plan");
  - 3. Registration of vehicle as a hazardous waste carrier (if applicable);
  - 4. Utilization of shipping papers of hazardous waste manifest (40 CFR 262 and 6 NYCRR Part 372);
  - 5. Proper marking and placarding of vehicles in accordance with 49 CFR 172; and
  - 6. Compliance with load, height, and weight regulations.

### PART 2 - PRODUCTS

#### 2.1 GENERAL

- A. All equipment supplied shall be in good working condition. Equipment and machinery delivered to the site, including haul trucks that have visible oil or hydraulic fluid leaks, will not be allowed on site until satisfactorily repaired. The Contractor is responsible for the cleanup of any oil or hydraulic fluid spills at the Contractor's expense.
- B. The Contractor shall not allow soil to be tracked off site at any time during the Project. Visible soil tracks on streets will not be allowed. The Contractor shall take sufficient precautions to prevent loose soils from adhering to tire treads, wheel wells, etc. Any loose soil spread shall be cleaned up.
- C. Trucks used for transportation of material for off-site disposal shall be water tight and permitted pursuant to 6 NYCRR Part 364. All trucks shall be covered prior to leaving the site (full) as well as while returning empty to the site.

### PART 3 - EXECUTION

#### 3.1 DISPOSAL OF WASTE

- A. General: Remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

### 3.2 SAMPLING

- A. The Contractor shall collect the waste characterization samples and subsequent QA/QC requirements of the disposal facility.
- B. The Contractor shall be responsible for all costs associated with the collection of these samples.
- C. The samples shall be analyzed in accordance with the requirements identified in Section 014336 – “Sampling”.

### 3.3 VEHICLE LOADING

- A. The Contractor shall provide all equipment, personnel, and facilities necessary to load waste materials in accordance with the regulatory requirements listed herein, and in accordance with the regulations of those states through which the Contractor plans to transport materials.
- B. Vehicle operators shall be trained in conformance with federal and state regulations for waste haulers (hazardous, special, and nonhazardous).

### 3.4 DECONTAMINATION

- A. Contractor shall not allow soil to be tracked offsite at any time during the Work. Visible soil tracks on streets will not be allowed. The Contractor shall take sufficient precautions to prevent loose soils from adhering to tire treads, wheel wells, etc. Any loose soil spread shall be cleaned up immediately at the Contractors expense.
- B. Decontaminate transport vehicles and containers that have been loaded with non-hazardous materials for off-site disposal/treatment after loading and prior to leaving site. Remove material on the tires and axles of trucks and material on the vehicle resulting from loading operation.
- C. Decontaminate all equipment that has come in contact with the contaminated soil/waste materials prior to the equipment leaving the contamination zone. Remove material from tracks, axles, buckets, tires, and equipment bodies as appropriate.

### 3.5 DOCUMENTATION FOR THE TRANSPORTATION OF MATERIALS

- A. Document the transport and disposal of all non-hazardous or hazardous material on appropriate state and/or federal manifests or bills of lading. Prepare, maintain, and provide the Engineer with copies of all manifests and/or bills of lading, for each shipment of materials from the site.

### 3.6 TRANSPORTATION

- A. All non-hazardous or hazardous excavated soils/waste not graded onsite as per the Contract Drawings will be shipped offsite for disposal at an appropriate facility. The waste should be sampled and segregated in the staging area prior to transport, as needed.
- B. Transport and dispose off-site any Contractor-generated C&D, and refuse, as required.
- C. The Contractor shall ensure that all materials transported do not contaminate, or leak out of the container they are transported in. Trucks used for transportation of material for off-site disposal shall be water tight, and permitted pursuant to 6 NYCRR Part 364. All trucks shall be covered prior to leaving the site (full) as well as while returning empty to the site. Any violation of the integrity of the containers will be corrected by the Contractor at no additional cost to the Department. All wastes must be properly contained during transport so as to prevent leaking, blowing, or any other type of discharge into the environment.
  - 1. Covers utilized on trucks for the transport of non-hazardous soil or fine material shall be either:
    - a. A tight-fitting cover: an opaque cover that is rolled on and secured on the sides and/or back.
    - b. A locked cover: an opaque cover that is secured and locked on all sides.
  - 2. Mesh covers are not allowed for transport of non-hazardous soil or fine material that can be wind blown.
- D. The Contractor shall observe the Local and State (NYSDOT) State Route weight limits and speed limits.

### 3.7 DISPOSAL

- A. Make arrangements with disposal/treatment facilities for the receipt and acceptance of materials removed from site.

\* END OF SECTION 01 74 19 \*



## SECTION 02 21 00 - SURVEYS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section, and Specification Sections including the following:
  - 1. Section 01 33 00 - "Project Submittals and Procedures"
  - 2. Section 01 77 00 - "Closeout Procedures"
  - 3. Section 01 78 39 - "Project Record Documents"
  - 4. Section 31 23 00 - "Excavation and Backfill"

## 1.2 SUMMARY

- A. The Contractor shall perform surveys to the extent specified herein to place features, determine required lines and grades, and to document completion of the Work.
- B. This section describes the performance of all survey work associated with the project which includes:
  - 1. Surveys for payment purposes including but not limited to;
    - a. Pre- and post-construction topographic survey;
    - b. Subgrade topographic survey;
    - c. Post-grading topographic survey;
    - d. Post-common fill topographic survey;
    - e. Post-topsoil topographic survey;
    - f. Initial excavation removal area delineation map;
    - g. Survey limits of excavations, utility closures, below grade pits, vaults, trenches, and other physical features where work was performed or that remains at the site.

## 1.3 SUBMITTALS

- A. Action Submittals
  - 1. The credentials of the surveyors performing the project survey work including names, addresses, years of experience and telephone numbers. Survey work shall be performed by or under the review of a New York State Licensed Land Surveyor (LLS).
  - 2. The submittals described below are minimum requirements for surveying. Additional surveys needed to document quantities for payment will also be performed as directed by the Engineer.
    - a. Drawings
      - 1) Initial Topographic Map
        - a) Provide topographic maps of site property and surrounding properties in the scope of work, property boundary surveys, excavation limits, restoration limits, and utilities prior to site disturbance. Show surveyed information in a state plane coordinate list. One-foot contours and a 1-inch to 40-foot scale are required.

- 2) Intermediate Drawings
    - a) Provide an intermediate survey drawing delineating the area and depth of all excavations prior to backfilling, upon completion of all rough shaping and grading and prior to placement of cover materials.
    - b) Provide an intermediate survey delineating the area and depth after the placement and compaction of common fill for volume confirmation and payment.
    - c) Provide an intermediate survey delineating the areas and depths after the placement of topsoil for volume confirmation and payment.
  - 3) As-Built Topographic Maps
    - a) Mapping shall conform to the *United States National Map Accuracy Specifications* from the U.S. Geological Survey, revised 6/17/1947, and shall bear the seal of a New York State Licensed Land Surveyor (LLS). Maps shall contain a title block with the name and address of the Contractor and the seal and signature of the LLS. As-Built drawings shall include labeled contour lines, horizontal grid systems, cross-sections and details modified to show As-Built conditions, details and cross-sections not on original drawings, and any field changes of elevations, dimensions, and details.
    - b) Provide As-Built Topographic Maps upon completion of the final backfill of various materials (i.e. common fill and topsoil), grading and restoration of all disturbed surfaces. The As-Built topographic map shall include seeded areas for use in area confirmation and final payment.
    - c) The Contractor shall submit quantity estimates and back-up survey data and calculations for review by the Engineer prior to payment for this item. Preliminary estimates are presented in the Contract Documents.
    - d) The Contractor shall indicate locations of significant physical features on the site including but not limited to: utilities, air vents, roadways, culverts, manholes, utility poles, fences, gates, drainage ditches, piezometers, tanks, permanent benchmarks, excavation limits, large trees, and confirmation sampling points. The record drawings shall be stamped by a New York State Licensed Land Surveyor (LLS).
    - e) The As-Built Topographic map shall include final contours of the remedial area and location of all confirmation or documentation sample points for clearance.
    - f) The As-Built Topographic map shall include all features installed by the Contractor.
    - g) Show surveyed information in a state plane coordinate list. One foot contours and a 1-inch to 40-foot scale are required.
- B. Records (For All Surveys)
1. Provide AutoCAD/AutoCAD Civil 3D 2020 or earlier, and Adobe Acrobat 9.0, or higher compatible electronic files of all surveys (provide data in electronic format – CD ROM). Name AutoCAD layers with a description of the information contained within it (e.g. excavation layer or common fill layer). Provide a data file of all the points surveyed using PNEZD format (point number, northing, easting, elevation and description).
  2. For all surfaces installed, provide a list identifying the names of each surface with associated descriptions and names of point layers, point groups, breaklines, boundaries, and all other objects used to build each surface.
  3. For all video or photographs taken, provide JPG and MPEG or WAV files on compact disc.

4. Submit a list of all layers added to the drawings with layer names and descriptions for each layer and other associated external references (xrefs) and/or third part files that support the Drawing:
  - a. The AutoCAD files shall be developed on a 1:1 basis, with actual distances equal to “AutoCAD” distances. The file shall be developed with the standard unit being decimal feet.
  - b. The AutoCAD file shall have a separate layer for a border and title block, which shall contain the Project name as well as the name of the surveying firm that performed the survey and prepared the drawing.
  - c. A “Notes” layer shall be included. The notes layer shall identify the dates of the survey, control points, and benchmarks used, and any other information that the Surveyor deems pertinent.
  - d. Each contour of a constant elevation shall be included as a separate polyline with the “z” coordinate set equal to that elevation. Major and minor contours shall be on separate layers.
5. The AutoCAD model space drawing shall be plotted in hardcopy on sheets size 22 inches by 34 inches, at an appropriate scale. Three copies shall be submitted and all copies shall bear the seal and signature of the professional Surveyor.
6. Coordinate List
  - a. Final coordinate list of all survey points with specific coordinates and elevations (provide data in .txt, .xls, or .csv format – CD ROM).
  - b. Sample location coordinates shall be provided.
7. Quantity Calculations: All calculations required supporting the requests for Contractor Application Payments (CAPs) and verifications of in-situ volumes, areas, and lengths involved.

C. Informational Submittals

1. Survey Notes:
  - a. All data obtained during a survey shall be permanently recorded. A field notebook shall be maintained noting location, survey crew members, dates, times, weather, field sketches, and other pertinent data (e.g. computer calculations or coordinates used to verify survey accuracy, closure notes, etc.).
  - b. Submit the electronic scanned copy of the final survey book upon completion of each phase of survey work. Include all field notes, notations, and descriptions used and compiled during the field survey. Photocopies or carbon copies are not acceptable.
  - c. Data recorded electronically shall be preserved on a CD. A hard copy of all electronically obtained data shall be maintained. Hard copy and CD shall be retained for a minimum of seven (7) years.

1.4 REFERENCES AND GUIDELINES

- A. 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.
- B. Coordinate System and Datum:
  1. Compute the coordinates of each surveyed point on the New York State Plane Coordinate System using the 1983 North American Datum (NAD83), units in U.S. Feet. The elevations shall be on the National Geodetic Vertical Datum of 1929 (NGVD 29), units in U.S. Feet.

- C. Final coordinates list in the New York State Plane coordinates of all survey points with specific coordinates and elevations (provide data in .txt, .xlsx, or .csv format – CD ROM).
- D. The Contractor shall performed all survey control work in accordance with the New York State Department of Transportation (NYSDOT) – Standard Specifications – Construction and Materials (Latest Edition) under the direction of NYS Licensed Land Surveyor (LLS).
- E. Mapping shall conform to the *United States National Map Accuracy Specifications* from the U.S. Geological Survey, revised 6/17/1947.

## 1.5 QUALITY ASSURANCE

- A. Land Surveyor Qualifications: Survey work shall be performed by or under the review of a New York State Licensed Land Surveyor (LLS).
  - 1. Land Surveyor shall have a minimum of 5 years' experience in construction surveying and layout and maintenance of record construction drawings, with a record of performing horizontal and vertical control requirements as stated in this Section.
- B. Mapping shall conform to the National Map Accuracy Specifications and shall bear the seal of a licensed land surveyor registered in the state of New York.
- C. Plan for, and ensure that, all personnel comply with the basic provisions of the Occupational Safety and Health Administration (OSHA) Standards (29 Code of Federal Regulations CFR 1910) and General Construction Standards (29 CFR 1926), All personnel must also comply with other applicable federal, state, or local laws and regulations.
- D. Surveys of each soil layer shall be completed within five (5) days after placement of material for review by Engineer.

## PART 2 - PRODUCTS

### 2.1 DIGITAL DATA FILES PROVIDED BY ENGINEER

- A. Engineer will furnish Contractor one set of digital data files of Drawings for use in preparing As-Built Drawings.
- B. Engineer makes no representations as to the accuracy or completeness of the digital data files as they relate to Drawings.
- C. Digital Data Software Program: Drawings are available in AutoCAD 2017, and Civil 3D, as appropriate.

### 2.2 PRE- AND POST-CONSTRUCTION TOPOGRAPHIC SURVEY MAP

- A. Reproducible base map at a scale of 1 inch = 40 feet, maximum with 1-foot elevation contours upon which the Contractor shall plot the required survey information for each required submittal.
  - 1. Mapping shall conform to the National Map Accuracy Specifications and the NYSDEC Survey Requirements for Environmental Easements, and shall bear the seal of a licensed professional land surveyor registered in New York. Map shall contain a title block with the name and address of the Contractor and the seal and signature of the registered

- surveyor. As-Built drawings shall include labeled contour lines, horizontal grid systems, cross-sections and details modified to show As-Built conditions, details and cross-sections not on original drawings, and any field changes of elevations, dimensions, and details.
2. New and existing contour information shall be combined on the survey. All initial contour information in the electronic file replaced by new work shall be deleted in the final submission.
  3. Indicate locations of physical features on the site including: utilities, roadways, culverts, manholes, utility poles, fences, gates, drainage ditches, monitoring wells, piezometers, leachate pipes, tanks, bench marks and other significant items.
- B. Certified Survey: On completion of major site improvements, and other work requiring field-engineering services, prepare a certified survey showing dimensions, locations, angles, and elevations of construction and site work.

### 2.3 SURVEY NOTES

- A. All data obtained during a survey shall be permanently recorded. A field notebook shall be maintained noting location, survey crew members, dates, times, weather, field sketches, and other pertinent data (e.g. computer calculations or coordinates used to verify survey accuracy, closure notes, etc.).
- B. Data recorded electronically shall be preserved on a CD. A hard copy of all electronically obtained data shall be maintained. Hard Copy and CD shall be retained for a minimum of seven years.

## PART 3 - EXECUTION

### 3.1 GENERAL

- A. The following surveys must be conducted during the Project and will form the basis of measurement for payment of most cubic yard, linear foot, and square foot pay items:
  1. An initial site survey to establish and verify existing site conditions, permanent or fixed structures and general physical features to properly lay out the work as shown on the Contract Drawings.
  2. Spot elevations and locations shall be established and surveyed as necessary to confirm that work is installed to the grades shown on the Drawings, including spot elevations of any drainage structures.
  3. Following soil/waste excavations and intermediate grading, the limits shall be surveyed to document the volumes of material that have been regraded or removed, as a base survey for measurement of materials.
  4. The survey shall include the areas and depths of common fill placed to document the volume of common fill placed.
  5. The survey shall include the areas and depths of topsoil placed to document the volume of topsoil placed.
  6. The survey shall include the area of seed placed to document the area of seed placed.
  7. This survey shall include the locations and elevations of all final verification/confirmatory samples which were the basis of limiting further excavations.
  8. The final grading and physical features of the remedial area, staging area and access road.

- B. All work in this section shall be performed by a licensed professional land surveyor registered to practice in the State of New York.

### 3.2 HORIZONTAL AND VERTICAL CONTROL

- A. Reference horizontal and vertical control points to the permanent site control monuments, as provided by the Contractor, to an accuracy of one part in ten thousand. Provide control points at each location of work using closed traverse and leveling loops.
- B. Provide grade and offset stakes to control the location and depth of excavation, fill, and restoration work. Survey the location and elevation of all excavation and fill limits.
- C. Provide vertical and horizontal checks for each layer of cap system installed.

### 3.3 COORDINATE LIST

- A. Compute the coordinates of each surveyed point on the New York State Plane Coordinate System using the 1983 North American Datum, units in Feet. The elevations shall be on the National Geodetic Vertical Datum of 1929 (NGVD 29), units in US Feet.

### 3.4 SITE CONTROL

- A. The Contractor shall provide at least two permanent site control monument with elevations referenced to a National Geodetic Vertical Datum (NGVD) benchmark and coordinates referenced to the New York State Plane (NAD 83) Datum. The monument locations and elevations shall meet the Federal Geodetic Control Committee Standard for second order (horizontal and vertical). Final locations will be reviewed by the Engineer for acceptability.

### 3.5 SURVEY NOTES

- A. The Contractor shall record all field work in a clear, legible, and complete manner. The Field Notes shall contain a complete description of the nature and location of the new and existing points. The record shall also include a sketch of the point locations and the monument witness points.
- B. Maintain survey notes on-site for review and use by Engineer.

### 3.6 UTILITIES

- A. The Contractor shall scan the construction site with electromagnetic or sonic equipment and mark the surface of the ground where existing underground utilities are discovered. Verify the elevations of existing pipe, utilities, and any type of underground obstruction not indicated or specified to be removed but indicated or discovered during scanning in locations to be traversed by piping and other work to be installed. Verify elevations before installing new work closer than nearest manhole or other structure at which an adjustment in grade can be made.
  - 1. Record locations and elevations of all utilities.
  - 2. A UFPO shall be conducted to locate and identify all utilities in the construction and support work areas.

### 3.7 CONSTRUCTION LAYOUT

- A. Verification: Before proceeding to lay out the Work, verify layout information shown on Drawings, in relation to the property survey and existing benchmarks. If discrepancies are discovered, notify Engineer promptly.
- B. General: Engage a land surveyor to lay out the Work using accepted surveying practices.
  - 1. Establish benchmarks and control points to set lines and levels at each phase of construction and elsewhere as needed to locate each element of Project.
  - 2. Establish limits on use of Project site.
  - 3. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
  - 4. Inform installers of lines and levels to which they must comply.
  - 5. Check the location, level and plumb, of every major element as the Work progresses.
  - 6. Notify Engineer when deviations from required lines and levels exceed allowable tolerances.
  - 7. Close site surveys with an error of closure equal to or less than the standard established by authorities having jurisdiction.
- C. Site Improvements: Locate and lay out site improvements, including, grading, fill and topsoil placement, utility slopes, rim and invert elevations and other site items as needed.
- D. Record Log: Maintain a log of layout control work. Record deviations from required lines and levels. Include beginning and ending dates and times of surveys, weather conditions, name and duty of each survey party member, and types of instruments and tapes used. A copy of the log shall be submitted to the Engineer upon Final Closeout.

### 3.8 FIELD ENGINEERING

- A. Reference Points: Locate existing permanent benchmarks, control points, and similar reference points before beginning the Work. Preserve and protect permanent benchmarks and control points during construction operations.
  - 1. Do not change or relocate existing benchmarks or control points without prior written approval of Engineer. Report the need to relocate permanent benchmarks or control points to Engineer before proceeding.
  - 2. Report and replace lost or destroyed permanent benchmarks and control points promptly. Base replacements on the original survey control points.
- B. Benchmarks: Establish and maintain a minimum of two permanent benchmarks. The monument locations and elevations shall meet the Federal Geodetic Control Committee Standard for second order (horizontal and vertical). Final locations will be reviewed by the Engineer for acceptability. Comply with authorities having jurisdiction for type and size of benchmark. Provide permanent benchmark at each location of work using closed traverse and leveling loops.
  - 1. Record benchmark locations, with horizontal and vertical data, on Project Record Documents.
  - 2. Where the actual location or elevation of layout points cannot be marked, provide temporary reference points sufficient to locate the Work.
  - 3. Remove temporary reference points when no longer needed. Restore site of temporary reference point to original condition.

## 3.9 AS-BUILT TOPOGRAPHIC MAPS AND CERTIFIED SURVEY FOR RECORD DRAWINGS

- A. On completion of major site improvements and other work requiring field engineering services, prepare a certified survey showing dimensions, locations, angles and elevations of construction and site work, including excavation limits and confirmation sampling points.
- B. The As-Built Topographic Map shall be provided as a reproducible base map at a scale of 1 inch = 40 feet, maximum with 1-foot elevation contours upon which the Contractor shall plot the required survey information for each required submittal.
  - 1. Mapping shall conform to the National Map Accuracy Specifications and the NYSDEC Survey Requirements for Environmental Easements, and shall bear the seal of a licensed professional land surveyor registered in New York. Map shall contain a title block with the name and address of the Contractor and the seal and signature of the registered surveyor. As-built drawings shall include labeled contour lines, property line locations, horizontal grid systems, cross-sections and details modified to show “as-built” conditions, details and cross-sections not on original drawings, and any field changes of elevations, dimensions, and details.
  - 2. Indicate locations of physical features on the site including: utilities, roadways, culverts, manholes, utility poles, fences, gates, staging area, access road, drainage ditches, monitoring wells, piezometers, leachate pipes, tanks, bench marks and other significant items.

\* END OF SECTION 02 21 00 \*



## SECTION 31 10 00 – SITE CLEARING

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section, and Specification Sections including the following:
  - 1. Section 01 31 00 - "Project Management and Coordination"
  - 2. Section 01 33 00 - "Project Submittals and Procedures"
  - 3. Section 01 50 00 - "Temporary Facilities, Controls, and Decontamination"
  - 4. Section 01 74 19 - "Waste Management and Disposal"
  - 5. Section 01 77 00 - "Closeout Procedures"
  - 6. Section 31 23 00 - "Excavation and Backfill"

## 1.2 SUMMARY

- A. Section Includes:
  - 1. Protecting existing vegetation to remain.
  - 2. Removing existing vegetation.
  - 3. Clearing and grubbing.
  - 4. Stripping and stockpiling topsoil.
  - 5. Temporary erosion and sedimentation control.
- B. The Contractor shall dispose of cleared trees, shrubs, and plantings, and construction and demolition (C&D) materials on-site within the intermediate cover.

## 1.3 DEFINITIONS

- A. Subsoil: Soil beneath the level of subgrade; soil beneath the topsoil layers of a naturally occurring soil profile, typified by less than 1 percent organic matter and few soil organisms.
- B. Surface Soil: Soil that is present at the top layer of the existing soil profile. In undisturbed areas, surface soil is typically called "topsoil," but in disturbed areas such as urban environments, the surface soil can be subsoil.
- C. Topsoil: Top layer of the soil profile consisting of existing native surface topsoil or existing in-place surface soil; the zone where plant roots grow. Its appearance is generally friable, pervious, and black or a darker shade of brown, gray, or red than underlying subsoil; reasonably free of subsoil, clay lumps, gravel, and other objects larger than 2 inches in diameter; and free of weeds, roots, toxic materials, or other nonsoil materials.
- D. Plant-Protection Zone: Area surrounding individual trees, groups of trees, shrubs, or other vegetation to be protected during construction and indicated on Drawings.
- E. Vegetation: Trees, shrubs, groundcovers, grass, and other plants.

#### 1.4 MATERIAL OWNERSHIP

- A. Except for materials indicated to be stockpiled or otherwise remain Department's property, cleared materials shall become Contractor's property and shall be removed from Project site.

#### 1.5 SUBMITTALS

- A. Informational Submittals
  - 1. Waste management procedures for site preparation wastes generated, as part of the Contractor's overall Work Plan.
  - 2. Topsoil stripping and stockpiling program.
  - 3. Record Drawings: Identifying and accurately showing locations of capped utilities and other subsurface structural, electrical, and mechanical conditions.

#### 1.6 QUALITY ASSURANCE

- A. Topsoil Stripping and Stockpiling Program: Prepare a written program to systematically demonstrate the ability of personnel to properly follow procedures and handle materials and equipment during the Work. Include dimensioned diagrams for placement and protection of stockpiles.

#### 1.7 FIELD CONDITIONS

- A. Traffic: Minimize interference with adjoining roads, streets, walks, and other adjacent occupied or used facilities during site-clearing operations.
  - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction.
  - 2. Provide alternate routes around closed or obstructed trafficways if required by Engineer or authorities having jurisdiction.
- B. Utility Locator Service: Notify utility locator service for area where Project is located before site clearing.
- C. Do not commence site clearing operations until temporary erosion- and sedimentation-control and plant-protection measures are in place.
- D. The following practices are prohibited within protection zones:
  - 1. Storage of construction materials, debris, or excavated material.
  - 2. Parking vehicles or equipment.
  - 3. Foot traffic.
  - 4. Erection of sheds or structures.
  - 5. Impoundment of water.
  - 6. Excavation or other digging unless otherwise indicated.
  - 7. Attachment of signs to or wrapping materials around trees or plants unless otherwise indicated.

- E. Do not direct vehicle or equipment exhaust towards protection zones.
- F. Prohibit heat sources, flames, ignition sources, and smoking within or near protection zones.
- G. Soil Stripping, Handling, and Stockpiling: Perform only when the soil is dry or slightly moist.

## PART 2 - PRODUCTS

### 2.1 MATERIALS

- A. Satisfactory Soil Material: Requirements for satisfactory soil material are specified in Section 31 23 00 – “Excavation and Backfill”.

## PART 3 - EXECUTION

### 3.1 EXAMINATION

- A. Existing Conditions: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning site work, investigate and verify the existence and location of underground utilities and other construction affecting the Work.
  - 1. Before construction, verify the location and invert elevation at points of connection of sanitary sewer, storm sewer, and water-service piping; underground electrical services, and other utilities.
  - 2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

### 3.2 PREPARATION

- A. Existing Utility Information: Furnish information to Engineer that is necessary to adjust, move, or relocate existing utility structures, utility poles, lines, services, or other utility appurtenances located in or affected by construction. Coordinate with authorities having jurisdiction.
- B. Recheck measurements before installing each product. Where portions of the Work are indicated to fit to other construction, verify dimensions of other construction by field measurements before fabrication. Coordinate fabrication schedule with construction progress to avoid delaying the Work.
- C. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Contract Drawings.
- D. Review of Contract Documents, Contract Drawings, and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents caused by differing field conditions outside the control of Contractor, submit a request for information to Engineer. Keep roads and walks free of dirt and debris at all times.
- E. Protect and maintain benchmarks and survey control points from disturbance during construction.

- F. Verify that trees, shrubs, and other vegetation to remain or to be relocated have been flagged and that protection zones have been identified and enclosed.
- G. Protect existing site improvements to remain from damage during construction.
  - 1. Restore damaged improvements to their original condition, as acceptable to Engineer.
- H. Keep roads and walks free of dirt and debris at all times.

### 3.3 TEMPORARY EROSION AND SEDIMENTATION CONTROL

- A. Provide temporary erosion- and sedimentation-control measures to prevent soil erosion and discharge of soil-bearing water runoff or airborne dust to adjacent properties and waterways, according to approved Erosion and Sedimentation Control Plan (Section 01 50 00 – “Temporary Facilities, Controls, and Decontamination”) and requirements of authorities having jurisdiction.
- B. Verify that flows of water redirected from construction areas or generated by construction activity do not enter or cross protection zones.
- C. Inspect, maintain, and repair erosion- and sedimentation-control measures during construction until permanent vegetation has been established.
- D. Remove erosion and sedimentation controls, and restore and stabilize areas disturbed during removal.

### 3.4 TREE AND PLANT PROTECTION

- A. Erect and maintain temporary marker ribbon around tree/vegetation protection zones before starting site clearing. Remove marker ribbon when construction is complete.
- B. Repair or replace trees, shrubs, and other vegetation indicated to remain or be relocated that are damaged by construction operations in a manner approved by Engineer.

### 3.5 EXISTING UTILITIES

- A. Interrupting Existing Utilities: Do not interrupt utilities serving facilities occupied by Town or others, unless permitted under the following conditions and then only after arranging to provide temporary utility services according to requirements indicated:
  - 1. Notify Engineer not less than two days in advance of proposed utility interruptions.
  - 2. Do not proceed with utility interruptions without Engineer’s written permission.
- B. Notify Engineer immediately of damage to or an encounter with an unknown existing utility line.
- C. Repair damage to existing utility lines at no additional cost to the Department or Engineer.

### 3.6 CLEARING AND GRUBBING

- A. Remove obstructions, trees, shrubs, and other vegetation to permit installation of new construction.

1. Do not remove trees, shrubs, and other vegetation indicated to remain or to be relocated.
  2. Grind down stumps and remove roots larger than 3 inches in diameter, obstructions, and debris to a depth of 18 inches below exposed subgrade.
  3. Use only hand methods or air spade for grubbing within protection zones.
  4. Chip removed tree branches and dispose of on-site.
- B. Fill depressions caused by clearing and grubbing operations with satisfactory soil material unless further excavation or earthwork is indicated.
1. Place fill material in horizontal layers not exceeding a loose depth of 8 inches, and compact each layer to a density equal to adjacent original ground.
- C. Conduct the clearing in a manner that prevents, to the extent possible, soil or soil-like material from being collected with the cleared material.

### 3.7 PRUNING

- A. Trim only those trees and other vegetation adjacent to cleared work areas and necessary to conduct the required work.
- B. Trim and prune branches 1½ inches or more in diameter.
- C. Neatly cut limbs and branches close to the bole of the tree or main branches.
- D. Paint cuts more than 1¼ inches in diameter with tree-pruning compound.

### 3.8 DISPOSAL OF CLEARED AND GRUBBED MATERIALS

- A. Consolidate rubbish/debris/grass clippings encountered during clearing and grubbing and dispose of properly on-site within the intermediate cover layer. This material shall be handled and disposed of in the same manner as the contaminated soils.
- B. Stumps, tree trunks and limbs too large for chipping shall be appropriately disposed on-site by the Contractor within the intermediate cover layer. This material shall be handled and disposed of in the same manner as the contaminated soils.

\* END OF SECTION 31 10 00 \*

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## SECTION 31 23 00 – EXCAVATION AND BACKFILL

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section, and Specification Sections including the following:
  - 1. Section 01 33 00 - "Project Submittals and Procedures"
  - 2. Section 01 50 00 - "Temporary Facilities, Controls, and Decontamination"
  - 3. Section 01 74 19 - "Waste Management and Disposal"
  - 4. Section 01 77 00 - "Closeout Procedures"
  - 5. Section 02 21 00 - "Surveys"
  - 6. Section 31 11 00 - "Site Clearing"
  - 7. Section 31 23 19 - "Water Management"
  - 8. Section 32 92 00 - "Seeding and Mulching"

## 1.2 SUMMARY

- A. Contractor shall furnish all labor, tools, materials, equipment, and incidentals to provide all work necessary to excavate and handle the soils and materials as shown on the Plans and specified herein. The excavation work to be done and paid for shall not be limited to the extent described herein, but shall include all incidental work necessary for the completion of this work.
- B. Due to the hazardous nature of the site, Contractor shall confine all backfilling operations within the fence lines shown on the Contract Drawings and as specified by Engineer, including limits of easement lines and right-of-way, and shall not enter any area outside these limits without prior written consent of Engineer.
- C. Contractor shall furnish all labor, tools, materials, equipment and incidentals necessary to backfill and compact the landfill cover system as shown and specified.
- D. Contractor shall be responsible for dewatering of the excavation areas as necessary to provide an unsaturated bottom for placement of backfill as directed by Engineer.
- E. Contractor shall be responsible for protecting all partially completed work.

## 1.3 DEFINITIONS

- A. Backfill: Soil material used to fill an excavation or provide the landfill cover.
- B. Compost: Well-composted, stable, and weed-free organic matter, not exceeding 0.5 percent inert contaminants and free of substances toxic to plantings. Compost shall be a dark brown to black color and be capable of supporting plant growth with appropriate management practices in conjunction with addition of fertilizer and other amendments as applicable, with no visible free water or dust, with no unpleasant odor, and meeting the following criteria as report by laboratory tests. Debris such as metal, glass, plastic, wood (other than residual chips), asphalt or masonry shall not be visible. The organic matter content shall be 50 to 60 percent of the dry weight, (ASTM F-1647, Method 1). The ratio of carbon to nitrogen shall be in the range of 10:1 to 25:1. One hundred percent of the material shall pass a 1-inch (or smaller) screen. The pH shall be between 5.5 to 8.

- C. Excavation: Removal material encountered above subgrade elevations and to lines and grades indicated.
- D. Fill: Soil materials used to raise existing grades
- E. Imported Soil: Soil that is transported to Project site for use.
- F. Lime: ASTM C 602, Class T agricultural liming material containing a minimum of 80 percent calcium carbonate with a minimum of 99 percent passing through a No. 8 sieve and a minimum of 75 percent passing through a No. 60 sieve.
- G. Satisfactory Soils: Excess soils that would be generated by performing the Work that meet the specified requirements in this section. This soil could be used as fill.
- H. Sphagnum Peat: Partially decomposed sphagnum peat moss, finely divided or of granular texture with 100 percent passing through a 1/2-inch sieve, a pH of 3.4 to 4.8, and a soluble-salt content measured by an electrical conductivity of 2.0 to 3.5 milliSiemens per centimeter.
- I. Subgrade: Uppermost surface of fill immediately below topsoil material.

#### 1.4 SUBMITTALS

##### A. Action Submittals

1. Dust Control Surfactant – submit manufacturer’s product literature and MSDSs for Engineer’s review and approval if proposed for use at site.
2. Shop drawings showing details of staging areas.
3. Contractor shall submit a written work plan that details Contractor’s operations and shall include all activities that will relate to the contaminated soil excavation and remediation subject to the approval of Engineer. The Work Plan must detail erosion control methods and surface water management procedures, which will be implemented by Contractor throughout the work.

##### B. Informational Submittals

1. The name, address and location of each proposed source of backfill.
2. The proposed supplier of all backfill materials shall have a current Mined Land Permit issued by the NYSDEC Division of Mineral Resources in accordance with the Mined land Reclamation Law.
3. Certification that all fill materials for use on this Project meet the requirements of this Specification section and Section 01 43 36 - “Sampling” to meet the sampling requirements and the analytical criteria specified: the list of analytes must include each compound on the target compound list in Section 01 43 36 - “Sampling”. As indicated in Section 01 43 36 - “Sampling”, Contractor shall use NYS DER-10 requirements for allowable constituent levels for Imported Fill or soil as the basis for acceptance of the fill materials. Certification must be received and approved by Engineer prior to delivery of fill materials to the Site.
4. Samples of all fill in number and type in accordance with Section 01 43 36 - “Sampling”.
5. Grain-size analysis, including hydrometer analysis.
6. The Atterberg Limits (liquid and plastic limits).
7. The moisture density curve.
8. NYSDOT approved source or NYSDEC mining permits.
9. A description of the equipment and methods proposed to be used for compaction.
10. Compaction Testing results: Copies of all compaction test reports. The test reports shall include the test methods used, results, a narrative of tests conducted, locations, elevations material tested, equipment used, and the name of the technician.



C. Closeout Submittals

1. Final Project Report: Summarize information included in the construction and maintenance records as submitted throughout the project. The report shall summarize the work that has been completed, the amount of materials installed, and the area where each material was installed.

1.5 PROTECTION OF EXISTING STRUCTURES

- A. Shown on the Drawings are certain utilities and surface and underground structures located on or 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 ahead of the required excavation and backfill work to determine the exact location of all structures and utilities. They shall be supported and protected from injury by the Contractor. If they are broken or injured, they shall be restored immediately by the Contractor at no additional cost to the Department.
- B. Prior to execution of the Work, the Contractor shall check and verify governing dimensions and elevations. The Contractor and Engineer shall jointly inspect the conditions of adjoining structures. Photographs and records shall be made of any prior settlement or cracking of structures, pavements, and the like, that may become the subject of possible damage claims. Photographic documentation shall be in accordance with Section 01 32 33 – “Photographic Documentation (Aerial and Ground)”.

1.6 PROTECTION OF EXISTING UTILITIES

- A. The locations of all utilities shown on the Drawings are based on available information in the vicinity of the proposed work areas and are not guaranteed to be complete or accurate. The Contractor shall obtain utility markouts on all public and private properties in accordance with all local and state requirements where work under this contract is to be performed. Prior to any excavation or construction, the Contractor shall notify the Department, all utility companies, and applicable agencies and request a markout of their lines and properties in the field in the area of the proposed Work. In addition, on the project site (outside of public rights-of-way), the Contractor shall provide the services of an independent utility markout service subcontractor qualified to locate and mark out all utilities in the vicinity of the Work using the appropriate equipment and methods available prior to construction. The Contractor shall have the utility locations surveyed (location/elevation) for inclusion in the as-built drawings.
- B. Prior to excavation activities, in addition to utility markouts performed by the Contractor, local and state required services, and the independent markout service subcontractor, the Contractor shall accurately locate existing utilities by probing test holes and excavating test pits where existing underground utilities are known to exist in the vicinity of the Work and at maximum intervals of 25 feet along the route within the area of proposed Work.
- C. Schedules for maintenance of utility markouts on public and private property shall be consistent with New York State law throughout the duration of the Contract.
- D. During excavation activities, the Contractor shall locate each utility by hand digging methods prior to the use of mechanical excavation equipment. During excavation, if the Contractor encounters evidence of suspected unmarked utilities, such as magnetic tape or other underground markers, the Contractor shall promptly determine the location of the suspected utility, if any, before proceeding with the Work. The Contractor shall cooperate with the Engineer and the utility companies involved to avoid delay or interference of service normally performed by their lines and properties.

- E. The Contractor shall take extreme caution against damaging utilities during site activities including, but not limited to, excavation and backfilling.
- F. The Contractor shall be responsible for all costs associated with pre-project construction utility survey(s)/markout(s), the construction of the test holes and test pit work, and utility surveying for this project, as well as protection and hand digging operations to verify locations of all utilities during construction. These costs shall be included in the prices bid for all work.
- G. Should uncharted or incorrectly charted piping or utilities be encountered during excavation, consult the Engineer in keeping respective services and facilities in operation. Repair damaged utilities to the satisfaction of the Department at no additional cost to the Department.
- H. Do not interrupt existing utilities, except when permitted in writing by the Department.

#### 1.7 QUALITY ASSURANCE

- A. Final grading of each material must be verified by a NYS licensed surveyor and agreed to by Engineer. See Section 02 21 00 - "Surveys."
- B. Sampling of fill/backfill and topsoil to be done in accordance with Section 01 43 36 - "Sampling."
- C. Geotechnical Testing Agency Qualifications: Qualified according to ASTM E 329 and ASTM D 3740 for testing indicated.

### PART 2 - PRODUCTS

#### 2.1 COMMON FILL

- A. Common fill shall be well-graded granular material from fine to coarse, obtained from approved natural deposits and unprocessed except for the removal of unacceptable material and stones larger than the maximum size permitted. It shall be substantially free from loam and other organic matter, clay, and other fine or harmful substances. Common fill shall meet the following gradation:

Sieve	Percent by Weight Passing
4-inch	100
No. 40	0 to 70
No. 200	0 to 15

- B. Any material containing vegetative or organic matter, such as peat, organic silt, sod, ice, snow, or other deleterious material is not acceptable. Material that contains large voids when placed, which will allow migration of the overlying and surrounding materials and soil is also not acceptable.
- C. Common fill shall be tested in accordance with Section 01 43 36 – "Sampling"

#### 2.2 TOPSOIL

- A. Topsoil from areas from which no topsoil has been taken previously and from areas that are producing or have produced fair to good yield farm crops without unusual fertilization for a minimum period of 10 years or from arable or cultivable areas supplied with good normal drainage.

- B. Topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil materials and entirely free of vegetative debris, dense material, hardpan, sod or any other objectionable foreign material.
- C. Containing not less than 3 percent nor more than 8 percent organic material (dry weight basis).
- D. Containing a pH value within the range of 5.5 to 7.6.
- E. Free of atrazine, pesticides and other herbicides.
- F. Topsoil shall meet the material requirements of NYSDOT Specification 713-01 Topsoil-Roadside.
- G. Containing the following gradations:

<b>Sieve</b>	<b>% Passing</b>
2-inch	100
1 inch,	85-100
1/4 inch	65-100
No. 200.	20-65
2 micron particle	0 - 20

- H. Limestone

Provide ground limestone in the producer's standard bags containing not less than 90 percent of calcium and magnesium carbonates equivalent to not less than 45% of the mixed oxides of calcium and magnesium and conforming to the following gradation: 50-100% passing No. 100 sieve and 100% passing No. 20 sieve.

- I. Fertilizer

Fertilizer shall be commercial mixed free flowing granules or pelleted fertilizer, 10-10-10 (N-P<sub>2</sub>O<sub>5</sub>-K<sub>2</sub>O) grade for lawn and naturalized areas. Fertilizer shall be delivered to the site in original unopened containers each showing the manufacturer's guaranteed analysis conforming to applicable state fertilizer laws. At least 40 percent of the nitrogen in the fertilizer used shall be in slowly available (organic) form.

### 2.3 NYSDOT SUBBASE TYPE 2 CRUSHER RUN STONE

- A. Type 2 Crusher Run Stone shall comply with NYSDOT Specification Section 304 "Subbase Course".
- B. The material shall meet the physical properties of Crushed Stone identified in NYSDOT Specification Section 703-02 and in Table 703-2.
- C. Type 2 Crusher Run Stone shall not be obtained from the source areas that are located within previously known contaminated sites, such as, the Love Canal Emergency Declaration area.
- D. The material shall have the following gradation by weight as outlined in NYSDOT Specification Section 304, Table 304-1 for Subbase Course, Type 2:

Sieve Size	Percent Passing By Weight
2 inch	100
1/4 inch	25-60
No. 40	5-40
No. 200	0-10

- E. Type 2 Crusher Run Stone Geotechnical Testing: Test material in accordance with ASTM D422 for grain size analysis; ASTM D1140 for material finer than the No. 200 sieve; ASTM D1558 for moisture density relations, as applicable. Provide testing for each 1,000 cubic yards, or portion thereof, of material obtained from each new Type 2 Crusher Run Stone source to be used at the site.

#### 2.4 ROLLED EROSION CONTROL MATS

- A. Rolled Erosion Control mats will be used at the site for temporary soil stabilization. The material shall be on consistent thickness with fibers evenly distributed throughout the entire area of the blanket. The top of each blanket shall be covered with photodegradable or biodegradable netting. The blanket shall have a mass per unit area of at least 0.73 lb/yd<sup>2</sup>. Material shall not contain any weed seed or chemical additives. The netting for the mat shall be fibrenet and the color shall be green to provide UV-resistance. The mat should meet Class II, Type C of the NYSDOT Standards Specifications (latest edition).
- B. Basis of Design: Curlex I (Curlex Single Net), manufactured by American Excelsior Company of Arlington, Texas or approved equal.

#### 2.5 DEMARCATION LAYER

- A. Demarcation layer shall be Guardian Safety Fence, as manufactured by Tenax<sup>®</sup> Corporation, Baltimore, Maryland, or the 3T Product T820A as manufactured by 3T Products, LLC, Dalmatia, Pennsylvania, or approved equal.
- B. Fence Fabric:
1. Demarcation layer fabric shall conform to the following specifications:
    - a. Material: High density polyethylene (HDPE).
    - b. Mesh Size: 3.5 inch by 1.5 inch, or approved equal.
    - c. Color: Orange.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. Contractor shall confine their operations to the area of work as much as practical. Contractor shall reduce the potential for cross-contamination of uncontaminated areas with contaminated soils by using appropriate decontamination protocols prior to moving between areas of contamination and minimizing double moving of materials.

- B. The area to be remediated shall be graded to the approximate areal extent shown on the Contract Drawings, specified herein, and as directed by Engineer.
- C. Contractor shall not backfill the intermediate graded areas without prior approval from Engineer.
- D. Groundwater or standing water must be removed and properly disposed of off-site in accordance with Section 31 23 19 – “Water Management”. Contractor shall be responsible for implementing any run-on controls necessary to minimize run-on from entering excavations. Standing water from precipitation events must be removed and disposed of appropriately at Contractor’s own expense.
- E. Contractor shall employ dust and odor control methods during handling activities as necessary, in accordance with the Health and Safety Plan. Contractor shall use water or water amended with an appropriate surfactant, used in accordance with the manufacturer's recommendations, or other means to control dust and odors acceptable to Engineer. No visible dust or significant odors are permitted beyond the limits of the exclusion zone as a result of excavation activities, as determined by Engineer.
- F. During remediation, areas that are left unattended shall be securely fenced with chain link fence, and posted with barricade tape to prevent unauthorized entry. All temporary fencing is to be removed and properly disposed at the completion of the Contract.
- G. Contractor shall be responsible for all sampling and analyses as may be required by disposal facilities for disposal of soils, sediments and other material under this Contract. All sampling will be conducted with Engineer present.
- H. Contractor shall be responsible for ensuring that the waste meets the approved landfill's acceptance criteria, including but not limited to all chemical criteria and the absence of free liquids. Contractor shall be responsible for all costs involved in the testing and handling of all wastes deemed acceptable and unacceptable by the approved landfill.
- I. Contractor shall be responsible for providing adequate protection of existing structures to remain during execution of Contractor activities, especially during grading and backfilling.
- J. Contractor shall be responsible for providing adequate protection against erosion as indicated in Section 01 50 00 - “Temporary Facilities, Controls and Decontamination”.
- K. It is the responsibility of Contractor to perform all work in accordance with all applicable laws including, but not limited to, OSHA Excavation and Trenching Safety Regulations (29 CFR 1926.650).
- L. Vehicles used to haul waste materials shall follow the requirements identified in Section 01 74 19 – “Waste Management and Disposal”.
- M. Surface water shall be prevented from entering areas of known contamination in accordance with the requirements identified in Section 31 23 19 – “Water Management” and Section 01 50 00 – “Temporary Facilities, Controls, and Decontamination”.
- N. Contractor shall perform excavation of every type of material encountered within the limits of the project to the lines, grades, and elevations indicated and as specified. Grading shall be in conformity with the Contract Drawings.

- O. Remove hard material and rock to elevations indicated in a manner that will leave foundation material in an un-shattered and solid condition.
- P. Waste material, such as construction debris, slag, etc., found onsite during excavation and grading activities shall be incorporated into the landfill intermediate grading within the cover area prior to placement of the cover.

### 3.2 GENERAL PLACEMENT REQUIREMENTS FOR BACKFILL MATERIALS

- A. Engineer will approve each excavation or area as final before Contractor is allowed to place backfill.
- B. Following excavation, smoothly grade and compact the exposed subgrade.
- C. Place backfill, as specified in the Construction Drawings, in designated areas to lines and grades shown on the plans, unless otherwise indicated or directed by Engineer. Backfill shall consist of common fill or excavated soils that are satisfactory soil.
- D. Compact each lift of the backfill material until all in-place density results satisfy the minimum requirements for dry density. The minimum acceptable dry density will be established as 85% of the maximum dry density per ASTM D1557 for common fill used as soil cover.
- E. Contractor shall seal the working surface at the close of each day's operation and when practical prior to rainfall. Control and replacement of any loss of common fill due to erosion to be the responsibility of Contractor.
- F. Backfill/fill material may be stockpiled on-site in an uncontaminated area as approved by Engineer. Adequately cover the stockpiled materials to prevent runoff.
- G. Provide erosion protection to all areas without topsoil and seeded areas where an adequate grass cover has not been established.

### 3.3 GENERAL PLACEMENT REQUIREMENTS FOR TYPE 2 CRUSHER RUN STONE

- A. The Engineer shall approve all excavation and backfill material placement as final before the Contractor is allowed to place Type 2 Crusher Run Stone.
- B. Grade all subgrade surfaces uniformly to accept Type 2 Crusher Run Stone.
- C. Subgrade shall be free of standing water prior to placement of Type 2 Crusher Run Stone.
- D. Place Type 2 Crusher Run Stone in designated areas to lines and grades shown on the Contract Drawings, unless otherwise indicated or directed by the Engineer.
- E. Compact each lift (maximum 8-inch lifts) of Type 2 Crusher Run Stone to not less than the following percentages of maximum dry unit weight according to ASTM D1557, except where otherwise noted. Compaction for the Varian Ln. Gravel Turnaround shall be to a minimum of 95 percent.

- F. The Contractor shall cover the working surface at the close of each day's operation and, when practical, prior to rainfall. Control and replacement of any loss of Type 2 Crusher Run Stone due to erosion shall be at the Contractor's expense.
- G. Type 2 Crusher Run Stone shall be at a minimum the thickness indicated on the Contract Drawings after compaction.

### 3.4 PREPARATION FOR PLACING TOPSOIL

- A. Contractor shall:
  - 1. Ensure and obtain Engineer's approval that subgrade backfilling activities are complete and ready to receive topsoil.
  - 2. Eliminate uneven areas and low spots in subsoil.
  - 3. Provide topsoil material to the location of placement. Material may be stockpiled with approval of Engineer.
  - 4. Allow topsoil to dry at the source prior to transportation, or as otherwise approved by Engineer.
  - 5. Scarify subgrade to a depth of 3 inches where topsoil is designated for placement. Scarify in areas where equipment has compacted subsoil.

### 3.5 PLACING TOPSOIL

- A. Contractor shall:
  - 1. Place topsoil, as specified in the Contract Drawings, in designated areas to lines and grades shown on the plans, unless otherwise indicated or directed by Engineer.
  - 2. Place topsoil during dry weather.
  - 3. Finely grade the topsoil, eliminating rough or low areas, maintain levels, profiles, and contours of subgrade.
  - 4. Remove stones greater than 1 inch, roots, grass, weeds, debris, and foreign material while spreading.
  - 5. Place and track the topsoil material to a minimum 6-inch-thick lift.
  - 6. Use equipment appropriate for spreading the material in a uniformly thick layer across the lift.
  - 7. Protect completed topsoil from degrading. Materials that become unsuitable during construction will be removed and replaced to the satisfaction of Engineer at no additional cost.
  - 8. Install vegetation in accordance with Section 32 92 00 - "Seeding and Mulching".

### 3.6 COMPACTION

- A. General
  - 1. Compact each 6-inch layer or lift of backfill. The minimum acceptable dry density will be established as 85% of the maximum dry density per ASTM D1557 for common fill used as soil cover.
  - 2. Compact Type 2 Crusher Run Stone as described above in Part 3.3.E.
  - 3. Report results verbally to the Engineer immediately. When unacceptable, follow up with written report submittals. When unacceptable, rework the backfill material and retest until acceptable before backfilling the area any further.

4. When the existing ground surface to be compacted has a density less than that specified for the area, break up and pulverize, and moisture condition to facilitate compaction.

B. Moisture Control

1. Where backfill must be moisture conditioned before compaction, apply water uniformly to surface of each layer.
2. Prevent ponding or other free water on surface.
3. Where backfill or existing soil is too wet, remove and replace or scarify and air dry it.
4. Soil removed because it is too wet may be stockpiled or spread in staging areas and allowed to dry.
5. Assist drying, if necessary, by dicing, harrowing, pulverizing, or other like means, until moisture content is acceptable.

C. Testing

1. Provide compaction testing as specified above with moisture content within minus 3% or plus 2% of optimum content as determined by ASTM D698.

### 3.7 GRADING

- A. The surface of excavations and subgrades shall be finished to a smooth and compact surface in accordance with the materials, lines, grades, and cross sections or elevations shown in the Contract Drawings. The degree of finish for graded areas shall be within plus or minus 1 inch of the grades and elevations indicated in the Contract Drawings. Settlement or washing that occurs in graded, topsoiled, or backfilled areas prior to acceptance of the Work shall be repaired and grades re-established to the required elevations and slopes.
- B. During construction, excavations shall be kept shaped and drained. Ditches and drains along subgrade shall be maintained to drain effectively at all times. The finished subgrade shall not be disturbed by traffic or other operation and shall be protected and maintained by the Contractor in a satisfactory condition. The storage or stockpiling of materials on the finished subgrades will not be permitted.

### 3.8 MAINTENANCE

- A. Do not place fill materials when atmospheric temperature is below 35 degrees F or when rainfall or other weather conditions detrimentally affect the quality of the placement or compaction of the fill materials. No backfilling will be allowed in standing water in the excavation areas.
- B. The Contractor shall seal the working surface at the close of each day's operation prior to rainfall.
- C. Control and replacement of any loss of fill due to erosion shall be the responsibility of Contractor.
- D. Restore grades to indicated levels where settlement or damage due to performance of the Work has occurred. Correct conditions contributing to settlement. Remove and replace improperly placed or poorly compacted fill materials.



3.9 STORAGE OF SOIL MATERIALS

- A. Stockpile common fill materials and excavated satisfactory soil materials without intermixing. Place, grade, and shape stockpiles to drain surface water. Prevent windblown dust.
  - 1. Stockpile soil materials away from edge of excavations. Do not store within drip line of remaining trees.

3.10 PROTECTION

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep free of trash and debris.
- B. Repair and reestablish grades to the specified tolerances where completed or partially completed surfaces become eroded, rutted, settled, or where they lose compaction due to subsequent construction operations or weather conditions.
  - 1. Scarify or remove and replace soil material to depth as directed by Engineer; reshape and compact.
- C. Where settling occurs before Project correction period elapses, remove finished surfacing, backfill with additional soil material, compact, and reconstruct surfacing.
  - 1. Restore appearance, quality, and condition of finished surfacing to match adjacent work, and eliminate evidence of restoration to greatest extent possible.

\* END OF SECTION 31 23 00 \*

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## SECTION 31 23 19 – CONSTRUCTION WATER MANAGEMENT

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section, and Specification Sections including the following:
1. Section 01 33 00 – “Project Submittals and Procedures”
  2. Section 01 50 00 – “Temporary Facilities, Controls, and Decontamination”
  3. Section 01 74 19 – “Waste Management and Disposal”
  4. Section 01 77 00 – “Closeout Procedures”
  5. Section 31 10 00 – “Site Clearing”
  6. Section 31 23 00 – “Excavation and Backfill”

## 1.2 SUMMARY

- A. Contractor shall furnish all labor, tools, materials, equipment, and incidentals necessary for the proper construction water management, as needed, of work areas during excavation and backfill, and all related work as specified herein.. Construction water management shall be coordinated with the storm water management plan. as . . Contractor shall be responsible for managing contact water to support a suitable subgrade condition for grading and backfill placement.
- B. Construction water management shall include, but is not necessarily limited to, the following:
1. Dewatering as needed during excavation.
  2. Management of water accumulation within work areas to support suitable subgrade conditions for grading and backfilling.
  3. Compliance with NYS standard stormwater and erosion control management practices.
  4. Accumulating contact water shall be managed for collection and treatment or off-site disposal as necessary to maintain the progress of work.
- C. The construction water management methods shall be chosen by Contractor subject to approval by, the Engineer before construction water management begins. The Contractor is also responsible for handling water in accordance with the requirements in Section 01 50 00 - “Temporary Facilities, Controls and Decontamination”.
- D. The Contractor shall obtain and pay fees for all local, state, and federal permits required for the disposal of water from construction water management operations.

## 1.3 SUBMITTALS

- A. Action Submittals
1. Construction Water Management Plan (CWMP): As part of the Contractor’s Work Plan, submit the plan within 14 days of the Notice to Proceed. The plan shall include the following:
    - a. Name of Contractor personnel responsible for water management activities.
    - b. Means and methods that will be taken to reduce the accumulation of water on-site.
    - c. Description of specific approaches to be used in management of the surface water and groundwater

- d. Description of specific approaches to control rainwater from accumulating in excavated areas and maintaining subgrade to support progress of work.
  - e. Name of the local publicly owned treatment works to be used for off-site treatment of any collected contact water.
2. Local, state, and federal permits required for disposal of water from construction water management operation provided prior to the start of the Work.
  3. Written approval from the off-site disposal facility shall be provided prior to transport of water off-site.
  4. If on-site water treatment is proposed, Contractor shall supply shop drawings of the treatment system and shall be responsible for obtaining a NYSDEC- Division of Water SPDES permit equivalency for discharge to ground surface.
  5. Means and methods for managing saturated subgrade conditions to support progress of work.
- B. Informational Submittals
1. Field quality-control reports.

#### 1.4 QUALITY ASSURANCE

- A. Engineer Qualifications: An experienced engineer that has specialized in design of dewatering systems and dewatering work.

### PART 2 - PRODUCTS

#### 2.1 WATER MANAGEMENT PLAN

- A. The objective of the Construction Water Management Plan is to prevent the release of contact water off the landfill footprint that has contacted the landfill waste.
- B. The plan shall include methods to prevent contact and, if contact occurs, methods to control or collect release and maintain suitable subgrade during grading and backfilling. Such things as covering the exposed excavation face, sloping excavation surfaces to direct water away from the face of the waste, sequencing work to allow at least 6 inches of final cover soil to cover exposed waste daily, or other methods the Contractor identifies shall be considered in the plan.

### PART 3 - EXECUTION

#### 3.1 GENERAL

- A. The Contractor shall select a proposed method of construction water management that complements their proposed grading and backfilling means and methods.
- B. Excavation of material and placement of backfill will not be allowed while there is standing water in the excavation. The Contractor shall provide adequate equipment for the removal of storm or subsurface waters which may accumulate within the excavation.
- C. Water wastes of the project that have been in contact with contaminated soils or groundwater shall require proper off-site disposal or on-site treatment.

- D. All waters accumulating or in contact within the excavation limits of contaminated areas will require either off-site disposal or treatment, unless otherwise directed by the Engineer.
- E. Construction water management elements, including applicable disposal facility acceptance criteria and/or permits shall be approved by the ENGINEER prior to excavation work. Install all equipment in accordance with manufacturer's instructions and as shown in approved shop drawings. Ensure all equipment and materials are compatible as a system.
- F. Control groundwater and run on surface water within an excavation or backfill area by pumping or other methods to prevent softening of surfaces exposed by excavation. The Contractor shall be responsible for maintaining suitable subgrade conditions to support the progress of work.
- G. The Contractor shall be responsible for minimizing the generation of contaminated water and for keeping excavations free of standing water.
- H. Upon extraction, groundwater and surface water collected within the contaminated area during construction activities shall be stored in containers prior to disposal, as applicable. Containers shall be secured to prevent accidental or purposeful discharge of the water and stored on-site in such a manner that will not interfere with the Contractor's construction operations. Water that has been in contact with contaminated material shall not be used onsite for any purposes.
- I. Prior to discharge for off-site disposal, water samples shall be collected and analyzed from each storage container to verify that the liquids meet discharge requirements established under the contractor's proposed disposal and/or treatment option. The number of samples taken per container shall be in compliance with the facility and/or SPDES discharge equivalency (as applicable).
- J. Surface water that has not been in direct contact with the contaminated excavated area shall be collected or diverted to prevent contamination and directed into the nearest storm drainage system.

### 3.2 REPORTING

- A. The Contractor shall submit reports that summarize the volume of water disposed off-site. Submit reports within 7 days of the completion of off-site disposal activities at an approved disposal facility. SPDES equivalency reporting conditions (as applicable) shall be provided for Engineer review prior to discharging.

### 3.3 PREPARATION FOR CONSTRUCTION WATER MANAGEMENT

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by construction water management operations.
  - 1. Prevent subsurface or groundwater from entering excavations, from ponding on prepared subgrades, and from flooding site or surrounding area.
  - 2. Protect subgrades from softening and damage by water accumulation.
- B. Install construction water management system to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Engineer and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

3.4 PROTECTION

- A. Protect and maintain dewatering system during construction water management operations.
- B. Promptly repair damages to adjacent facilities caused by construction water management.

\* END OF SECTION 31 23 19 \*

## SECTION 32 31 13 – CHAIN LINK FENCING AND GATES

## PART 1 - GENERAL

## 1.1 SUMMARY

## A. Scope

1. The section includes requirements for the removal and installation of permanent chain-link fences where necessary as shown on the Drawings.
2. It is the intention of this specification to allow for the salvage and reuse of existing fencing components on the same property that they are removed from, provided they are maintained in good condition and are suitable for reinstallation. Reuse of salvaged fencing shall be at the approval of the Engineer.
3. The Contractor is responsible for the proper salvage, handling and installation of these components.
4. Provide all labor, materials, equipment and incidentals as shown, specified and required to furnish and install fencing.

## 1.2 SUBMITTALS

- A. Product Data: For each type of product indicated, include construction details, material descriptions, dimensions of individual components and profiles, and finishes for all fence.
  1. Fence and posts, rails and fittings.
  2. Chain-Link fabric, reinforcements and attachments.
- B. Material samples, upon request by Engineer.
- C. Closeout Submittals: Warranty documentation.
- D. Field Quality Control Submittals:
  1. Indicate and interpret test results for compliance of chain link fence and gate grounding and bonding with performance requirements specified in the Contract Documents.

## 1.3 REFERENCES

- A. The publications listed below form a part of this specification to the extent referenced. The publications are referred to in the text by basic designation only.
  1. Chain-link Fencing
    - a. American Society for Testing and Materials (ASTM)
      - 1) ASTM A 53 Standard Specification for Pipe, Steel, Black and Hot-Dipped, Zinc-Coated, Welded and Seamless
      - 2) ASTM A 153 Standard Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
      - 3) ASTM A 392 Standard Specification for Zinc-Coated Steel Chain-Link Fence Fabric
      - 4) ASTM F 567 Standard Practice for Installation of Chain-Link Fence

- 5) Federal Specification RR-F-191 (latest revision), Fencing, Wire and Post, Metal (Chain-Link Fence Fabric)
- b. IEEE 81, Guide for Measuring Earth Resistivity, Ground Impedance, and Earth Surface Potentials of a Ground System Part 1: Normal Measurements.
- c. UL 467, Grounding and Bonding Equipment

#### 1.4 QUALITY ASSURANCE

- A. Erector Qualifications: Erector must be a firm experienced in the erection of fencing of the type specified.
- B. Source Quality Control: Provide each type of fence and gate produced by a single manufacturer.
- C. Reference Standards: Comply with applicable provisions and recommendations of the following, except as otherwise shown or specified:
  1. Federal Specification, RR-F-191 (latest revision), Fencing, Wire and Post, Metal (Chain-Link Fence Fabric).
- D. Obtain measurements at the Site to verify layout information and dimensions for fencing and gates in relation to reference points provided by Department or indicated in the Contract Documents.

#### 1.5 PRODUCT DELIVERY, STORAGE AND HANDLING

- A. Delivery of Materials: Deliver material in manufacturer's original packaging with all tags and labels intact and legible.
- B. Handling of Materials: Handle and store material in such manner as to avoid damage.

#### 1.6 WARRANTY

- A. General Warranty: The special warranties specified in this Article shall not deprive Department of other rights or remedies Department may otherwise have under the Contract Documents and shall be in addition to and run concurrent with other warranties made by Contractor under the Contract Documents.

### PART 2 - PRODUCTS

#### 2.1 METAL, GENERAL

- A. Pipe sizes specified are commercial pipe sizes.
- B. Tube sizes specified are nominal outside dimension.
- C. Roll-formed section sizes are the nominal outside dimensions.



- D. Finish for Framework and Appurtenances: Furnish the following finishes for steel framework and appurtenances:
1. Galvanized finish with minimum weights of zinc as follows:
    - a. Pipe: ASTM A 53, Schedule 40, 1.8 ounce zinc per square foot.
    - b. Hardware and Accessories: ASTM A 153, zinc weight per Table I, Federal Specification RR-F- 191 (latest revision).
- E. Chain-Link Fence Fabric:
1. One-piece fabric widths, for fencing 12 feet and less in height, complying with ASTM A 392.
  2. Wire mesh shall be woven throughout in form of approximately-uniform square mesh with parallel sides and horizontal and vertical diagonals of approximately-uniform dimensions, of size and gage specified and in compliance with ASTM A 817, Type 1, cold-drawn carbon steel wire with minimum breaking strength of 2,170 pounds and coated with zinc finish per ASTM A 392.
  3. Provide fence fabric imprinted with manufacturer's trade name, country of origin, core wire gage, and finished outside diameter gage.
  4. Provide fabric knuckled if existing fencing being replaced has knuckling.
  5. Fabric Gage: Provide the following:
    - a. No. 9-gage wires.
  6. Mesh Size: Provide the following:
    - a. Two-inch mesh.

## 2.2 NEW POSTS, RAILS, AND BRACES FOR CHAIN-LINK FENCING

- A. End, Corner, and Pull Posts: Furnish end, corner, and pull posts of the minimum sizes as follows:
1. 2.375 inches OD pipe weighing 3.65 pounds per linear foot.
- B. Line Posts: Furnish line posts of the minimum sizes as follows. Space posts 10 feet on centers maximum, unless otherwise shown.
1. 1.90 inches OD pipe weighing 2.72 pounds per linear foot.
- C. Top and Bottom Rails: Furnish top and bottom rails complying with ASTM F 1043, unless otherwise shown, of the following:
1. 1.900 inch OD pipe weighing 2.72 pounds per linear foot.
  2. Furnish in manufacturer's longest lengths, with expansion type coupling 0.051-inch thick rail sleeves, approximately seven inches long, for each joint.
  3. Provide means for attaching the top rail securely to each gate, corner, pull, and end post.
- D. Brace Rails and Truss rods: for corner, end and pull sections shall comply with ASTM F 1043.
1. Use 1.900-inch OD pipe weighing 2.72 pounds per linear foot for horizontal brace and 3/8-inch diameter rod with turnbuckle for diagonal truss.
- E. Metallic Coating for Steel Framing:
1. Type A, consisting of not less than minimum 2.0-oz./sq. ft. average zinc coating per ASTM A 123/A 123M or 4.0-oz./sq. ft. zinc coating per ASTM A 653/A 653M.

### 2.3 CHAIN LINK FENCE SWING GATES

- A. General: Comply with ASTM F 900 for gate posts and double swing gate types.
  - 1. Gate Leaf Width: As directed by Engineer.
- B. Pipe and Tubing:
  - 1. Zinc-Coated Steel: Comply with ASTM F 1043 and ASTM F 1083; protective coating and finish to match fence framing
  - 2. Gate Posts: Round tubular steel
  - 3. Gate Frames and Bracing: Round tubular steel
- C. Frame Corner Construction: Welded
- D. Hardware:
  - 1. Hinges: 360-degree inward and outward swing.
  - 2. Latches permitting operation from both sides of gate with provision for padlocking accessible from both sides of gate.

### 2.4 FITTINGS/CHAIN-LINK

- A. General: Comply with ASTM F 626.
- B. Post Caps: Provide for each post.
  - 1. Provide line post caps with loop to receive top rail.
  - 2. Provide cone-type caps for terminal posts.
- C. Rail and Brace Ends: For each gate, corner, pull, and end post.
- D. Rail Fittings: Provide the following:
  - 1. Top Rail Sleeves: Pressed-steel or round-steel tubing not less than 6 inches long.
- E. Truss Rod Assemblies: Steel, 3/8-inch diameter, hot-dip galvanized after threading rod and turnbuckle or other means of adjustment.
- F. Stretcher Bars: One-piece lengths equal to full height of fabric, with minimum cross-section of 3/16-inch by 3/4-inch. Provide one stretcher bar for each gate and end-post, and two for each corner-, and pull-post, except where fabric is integrally woven into the post.
- G. Stretcher Bar Bands: Pressed steel, galvanized, 0.078-inch to 0.108-inch thick depending on post diameter, spaced not greater than 15 inches on centers to secure stretcher bars to end-, corner-, pull-, and gate-posts.
  - 1. Bands may also be used with special fittings for securing rails to end-, corner-, pull-, and gate-posts.
- H. Tie Wires, Clips, and Fasteners: According to ASTM F 626.
  - 1. Standard Round Wire Ties: For attaching chain-link fabric to posts, rails, and frames, complying with the following:
    - a. Hot-Dip Galvanized Steel: nine-gage wire; galvanized coating thickness matching coating thickness of chain-link fence fabric.

- 1) Spaced 12 inches on center for tying to line posts.
- 2) Spaced two feet on center for tying to rails and braces.
- 3) Spaced two feet on center for tying to tension wire, if applicable.

## 2.5 FENCE GROUNDING

- A. Conductors: Bare, solid wire for No. 6-gage and smaller, standard wire for No. 4-gage and larger.
  1. Material above finished grade: Copper.
  2. Material on or below finished grade: Copper.
  3. Bonding Jumpers: Braided copper tape, one inch wide, woven of No. 30-gage bare copper wire, terminated with copper ferrules.
- B. Connectors and Ground Rods: As listed in UL 467.
  1. Connectors for below-grade use: Exothermic welded type.
  2. Ground rods: Copper-clad steel.
    - a. Size: 5/8-inch by eight feet.

## 2.6 ANCHORING CEMENT

- A. Anchoring Cement: Factory-packaged, nonshrink, nonstaining, hydraulic-controlled expansion cement formulation for mixing with water at Project site to create pourable anchoring, patching, and grouting compound. Provide formulation that is resistant to erosion from water exposure without needing protection by a sealer or waterproof coating, and that is recommended in writing by manufacturer for exterior applications.

## 2.7 SOURCE QUALITY CONTROL

- A. Fabrication Tolerances:
  1. Fabric, posts, rails, and other supports shall be straight or uniformly curved to provide the profiles shown, to dimensional tolerance of 1/16-inch in 10 feet without warp or rack in the finished Work.

## PART 3 - EXECUTION

### 3.1 INSPECTION

- A. Contractor and his installer must examine the conditions under which the fence is to be installed and notify Engineer in writing of conditions detrimental to the proper and timely completion of the Work. Do not proceed with the Work until unsatisfactory conditions have been corrected in a manner acceptable to Engineer.

### 3.2 PREPARATION

- A. Stake locations of fence lines, gates, and terminal posts. Do not exceed intervals of 50 feet or the line of sight between stakes. Indicate locations of utilities, underground structures, benchmarks, and property monuments.

### 3.3 INSTALLATION/CHAIN-LINK

- A. Post Excavation: Drill or hand-excavate holes for posts to diameters and spacing indicated, in firm, undisturbed soil.
- B. Post Setting: Set posts in concrete at indicated spacing into firm, undisturbed soil.
  - 1. Bottom of posts shall be set at a minimum of 36-inches below grade.
  - 2. Verify that posts are set plumb, aligned, and at correct height and spacing, and hold in position during setting with concrete or mechanical devices.
  - 3. Concrete Fill: Place concrete around posts to a depth of 6 inches below bottom of post and at a radius of 4 times post diameter. Vibrate or tamp for consolidation. Protect aboveground portion of posts from concrete splatter.
    - a. Exposed Concrete: Extend 2 inches above grade; shape and smooth to shed water away from posts.
  - 4. Extend footings for gate posts to underside of bottom hinge. Set keeps, stopes, sleeves, and other accessories into concrete as required.
  - 5. Keep exposed concrete surfaces moist for at least seven days after placement, or cure with membrane curing materials, or other acceptable curing method.
- C. Concrete Strength: 4,000 PSI minimum.
  - 1. Allow concrete to attain at least 75 percent of its minimum 28-day compressive strength, but in no case sooner than seven days after placement, before installing rails, tension wires, or chain-link fabric.
    - a. Do not stretch and tension fabric and wires, and do not hang gates, until concrete has attained its full design strength.
- D. Terminal Posts: Locate terminal end, corner, and gate posts per ASTM F 567 and terminal pull posts at changes in horizontal or vertical alignment of 45 degrees or more.
- E. Line Posts: Space line posts uniformly at 10 feet on-center. Provide caps on top of each post to exclude moisture and to receive top rail.
- F. Post Bracing and Intermediate Rails: Install according to ASTM F 567, maintaining plumb position and alignment of fencing. Diagonally brace terminal posts to adjacent line posts with truss rods and turnbuckles. Install braces at end and gate posts and at both sides of corner and pull posts. Panels adjacent to gates shall have intermediate horizontal rails and diagonal bracing.
- G. Chain-Link Fabric: Apply fabric to outside of enclosing framework. Leave 2 inches between finish grade or surface and bottom selvage unless otherwise indicated. Pull fabric taut and tie to posts, rails, and tension wires. Anchor to framework so fabric remains under tension after pulling force is released.
  - 1. Connect tension bars to posts and frames by means of adjustable bolts and bands spaced not more than 14 inches apart.
  - 2. Join roll of chain-link fabric by weaving a single picket into the ends of roll to form continuous mesh.
- H. Top Rail: Install according to ASTM F 567, maintaining plumb position and alignment of fence posts. Run rail continuously through line post caps, bending to radius for curved runs and terminating into rail end attached to posts or post caps fabricated to receive rail at terminal posts.

Provide expansion couplings as recommended in writing by fencing manufacturer to form continuous rail between terminal posts.

- I. Bottom Rails: Secure to posts with fittings.
- J. Tie Wires: Use wire of proper length to firmly secure fabric to line posts and rails. Attach wire at one end to chain-link fabric, wrap wire around post a minimum of 180 degrees, and attach other end to chain-link fabric per ASTM F 626. Bend ends of wire to minimize hazard to individuals and clothing.
  - 1. Maximum Spacing:
    - a. Fasten to terminal posts and gate posts with tension bars threaded through mesh and secured with tension bands at maximum intervals of 14 inches.
    - b. Tie to line-posts, gate frames and top and bottom rails with tie wires spaced at maximum 12 inches on posts and two feet on rails.
- K. Stretcher Bars: Thread through or clamp to fabric four inches on centers, and secure to posts with metal bands spaced 15 inches on centers.
- L. Fasteners: Install nuts for tension band and hardware bolts on side of fence opposite fabric side. Peen ends of bolts or score threads to prevent removal of nuts.

### 3.4 GROUNDING AND BONDING

- A. Fence Grounding: Provide at maximum intervals of 1,500 feet, except as follows:
  - 1. Ground fencing within 100 feet of buildings, structures, walkways, and roadways at maximum intervals of 750 feet.
    - a. Gates and Other Fence Openings: Ground fence on each side of opening.
      - 1) Bond metal gates to gate-posts.
      - 2) Bond across openings with and without gates, except openings indicated as intentional fence discontinuities. Use No. 2-gage wire and bury wire at least 1.5 feet below finished ground surface.
- B. Protection at Crossings of Overhead Electrical Power Lines: Ground fencing at location of crossing and at maximum distance of 150 feet on each side of crossing.
- C. Grounding Method: At each grounding location, drive ground rod vertically until the top is six inches below finished ground surface. Connect rod to fence with No. 6-gage conductor. Connect conductor to each fence component at grounding location.
- D. Bonding Method for Gates: Connect bonding jumper between gate post and gate frame.
- E. Connections: Make connections so possibility of galvanic action or electrolysis is minimized. Provide connectors, connection hardware, conductors, and connection methods so metals in direct contact will be galvanically compatible.
  - 1. Use electroplated or hot-tin-coated materials to ensure high conductivity and to make contact points closer in order of galvanic series.
  - 2. Make connections with clean, bare metal at points of contact.
  - 3. Make aluminum-to-steel connections with stainless-steel separators and mechanical clamps.
  - 4. Make aluminum-to-galvanized-steel connections with tin-plated copper jumpers and mechanical clamps.

5. Coat and seal connections having dissimilar metals with inert material to prevent further penetration of moisture to contact surfaces.

### 3.5 FIELD QUALITY CONTROL

#### A. Site Tests:

1. Ground-Resistance Testing Agency: Engage a qualified independent testing agency to perform field quality-control testing.
2. Ground-Resistance Tests: Subject completed grounding system to a megger test at each grounding location. Measure ground resistance not less than two full days after last trace of precipitation, without soil having been moistened by any means other than natural drainage or seepage and without chemical treatment or other artificial means of reducing natural ground resistance. Perform test by two-point method in accordance with IEEE 81.
3. Desired Maximum Grounding Resistance Value: 25 ohms.
4. Excessive Grounding Resistance: If resistance to ground exceeds desired value, notify Engineer promptly. Include recommendations to reduce ground resistance and proposal to accomplish recommendations.
5. Report: Prepare and submit test reports, certified by testing agency, of ground resistance at each test location. Include observations of weather and other phenomena that may affect test results.

### 3.6 ADJUSTMENT AND CLEANING

- A. Adjust all fencing and leave in good working condition.
- B. Gates: Adjust gates to operate smoothly, easily, and quietly, free of binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range. Confirm that latches and locks engage accurately and securely without forcing or binding.
- C. Repair coatings damaged in the shop or at the Site by recoating with manufacturer's recommended repair compound, applied in accordance with manufacturer's directions.
- D. Lubricate hardware gate operator and other moving parts.
- E. Repair or replace broken or bent components as directed by the Engineer.
- F. Protect installed fencing from damage and construction traffic.

\* END OF SECTION 32 31 13 \*

## SECTION 32 92 00 – SEEDING AND MULCHING

### PART 1 - GENERAL

#### 1.1 SUMMARY

- A. Section Includes:
  - 1. Seeding: The Contractor shall furnish all labor, material, and equipment necessary to establish seed in remedial areas.

#### 1.2 INFORMATIONAL SUBMITTALS

- A. Product Data:
  - 1. The Contractor shall submit proposed seed mixture, percent pure live seed, minimum percent germination and hard seed, maximum percent weed seed content, date tested, state certification, and proposed methods for applying seed.

#### 1.3 DELIVERY, STORAGE, AND HANDLING

- A. Seed and Other Packaged Materials: Deliver packaged materials in original, unopened containers showing weight, certified analysis, name and address of manufacturer, and indication of compliance with state and Federal laws, as applicable.
- B. Fertilizer: Shall be delivered to the site in original unopened containers each showing the manufacturer's guaranteed analysis conforming to applicable state fertilizer laws.

#### 1.4 FIELD CONDITIONS

- A. Weather Limitations: Proceed with seeding only when existing and forecasted weather conditions permit planting to be performed when beneficial and optimum results may be obtained. Apply products during favorable weather conditions according to manufacturer's written instructions.

#### 1.5 GUARANTEE PERIOD

- A. The Contractor shall guarantee work covered by this specification for the duration of 1-year from the completion date of all restoration activities at the Site.
- B. At the end of the guarantee period, any dead, unhealthy or impaired areas as indicated by the Engineer, shall be replaced in-kind and at the cost of the Contractor.

## PART 2 - PRODUCTS

## 2.1 SEED

## A. Grass-Seed Mix: Proprietary seed mix as follows:

1. Products: Seed mixture shall be Ernst Seeds "Mesic to Dry Native Pollinator Mix" ERNMX-105 or approved equal.

## 2.2 FERTILIZERS

- A. Commercial Fertilizer: Commercial mixed free flowing granules or pelleted, herbicide- and pesticide-free fertilizer, 21-14-7 (N-P2O5-K2O) grade for lawn and naturalized areas. At least 50 percent of the nitrogen in the fertilizer shall be in slowly available (or enhanced efficiency) form. The product shall contain Avail™ to control phosphorus availability. Use Andersons Part APT21UAP5.40 or equivalent. Application rates shall be in accordance with manufacturer's specifications or as recommended by seed/sod provider.

## 2.3 MULCHES

- A. Mulch shall be applied to all areas to be seeded.

Dry application, straw:

1. Shall consist of oat, wheat, rye, or barley straw, or tame hay, and shall be light in color, air dry, and not musty, moldy, caked or otherwise poor quality. Weight shall be based on 15 percent moisture content.

Hydro Application:

1. Colored wood cellulose fiber product specifically designed for use as a hydro-mechanical applied mulch.
2. Acceptable product is Conwed Hydro Mulch, Conwed Fibers or equal.

## PART 3 - EXECUTION

## 3.1 EXAMINATION

- A. Examine areas to be planted for compliance with requirements and other conditions affecting installation and performance of the Work.

1. Verify that no foreign or deleterious material or liquid such as concrete slurry, concrete layers or chunks, cement, oils, gasoline, or diesel fuel has been deposited in soil within a planting area.
2. Suspend planting operations during periods of excessive soil moisture until the moisture content reaches acceptable levels to attain the required results.
3. Uniformly moisten excessively dry soil that is not workable or which is dusty.

- B. Proceed with installation only after unsatisfactory conditions have been corrected.



- C. If contamination by foreign or deleterious material or liquid is present in soil within a planting area, remove the soil and contamination as directed by the Engineer and replace with new planting soil.

### 3.2 PREPARATION

- A. Protect structures; utilities; sidewalks; pavements; and other facilities, trees, shrubs, and plantings from damage caused by planting operations.

### 3.3 SEEDING

- A. Sow seed with spreader or seeding machine. Do not broadcast or drop seed when wind velocity exceeds 5 mph.
  - 1. Evenly distribute seed by sowing equal quantities in two directions at right angles to each other.
  - 2. Do not use wet seed or seed that is moldy or otherwise damaged.
  - 3. Do not seed against existing trees. Limit extent of seed to outside edge of planting saucer.
- B. Sow seed at a total rate of 2 lb/1000 sq. ft.
- C. Rake seed lightly into top 1/8 inch of soil, roll lightly, and water with fine spray.
- D. Protect seeded areas with slopes not exceeding 1:6 by spreading straw mulch. Spread uniformly at a minimum rate of 2 tons/acre to form a continuous blanket 1-1/2 inches in loose thickness over seeded areas. Spread by hand, blower, or other suitable equipment.
  - 1. Anchor straw mulch by crimping into soil with suitable mechanical equipment.

### 3.4 HYDROSEEDING

- A. Apply seeding materials with an approved hydroseeder.
- B. Fill tank with water and agitate while adding seeding materials.
- C. Use sufficient fertilizer, mulch and seed to obtain the specified application rate.
- D. Add seed to the tank after the fertilizer and mulch has been added.
- E. Maintain constant agitation to keep contents in homogeneous suspension.
- F. Prolonged delays in application or agitation that may be injurious to the seed will be the basis of rejection of the material remaining in the tank.
- G. Distribute uniformly a slurry mixture of water, seed, fertilizer and mulch at a minimum rate of 57 gallons per 1000 sq. ft. (2500 gallons per acre).
- H. The Engineer or Department may order the amount of water increased if distribution of seeding materials is not uniform.

3.5 CLEANUP AND PROTECTION

- A. Promptly remove soils and debris, created by seeding/hydroseeding work, from paved or hardscape areas. Clean wheels of vehicles before leaving the Site to avoid tracking soil onto roads, walks, and other paved areas.
- B. Erect barricades and warning signs as required to protect newly planted areas from traffic. Maintain barricades throughout the guarantee period and remove when guarantee period ends. Treat, repair or replace damaged seeded/hydroseeded areas.
- C. Take all precautions to ensure that hydroseed slurry is only placed on the areas designated. Completely clean any overspray, on areas not designated to receive slurry.

3.6 INSPECTION AND REPLACEMENT AFTER GUARANTEE PERIOD

- A. At the end of the guarantee period, the Contractor and the Engineer will inspect the seeded areas together. During the Inspection(s), the Contractor and the Engineer will identify any dead, unhealthy or badly impaired areas.
- B. The Contractor shall be responsible for replacement of any and all grassed areas that do not grow adequately during the Guarantee period:
  - 1. Seeded Areas: For areas that have been seeded, the Contractor shall re-establish as specified herein, eroded, damaged or barren areas. Mulch shall be repaired or replaced as required.
  - 2. Additional areas identified as impaired by the Engineer.
  - 3. Damaged mulch shall be repaired or replaced as required.
- C. A satisfactory stand of vegetative cover from the seeding operation is defined as a minimum of 10 grass plants per square foot. The total bare spots shall not exceed 2 percent of the total seeded areas. Each bare spot shall not be larger than 1 square foot.

\* END OF SECTION 32 92 00 \*

## SECTION 33 29 00 – WELL ABANDONMENT

## PART 1 - GENERAL

## 1.1 DESCRIPTION

- A. Scope:
  - 1. Contractor shall provide labor, materials, utilities, transportation, tools, supplies, equipment and appurtenances required to complete the abandonment of wells as shown and specified.
  - 2. The Work includes the abandonment of the following:
    - a. monitoring wells.
- B. Existing conditions:
  - 1. Refer to the Drawings for location and size of existing monitoring wells.
- C. Permits:
  - 1. Contractor shall obtain permits from authorities having jurisdiction prior to commencement of the Work.
  - 2. Where a permit to permit is required, the Engineer will complete and submit the Notice of Intent (NOI) to the authority having jurisdiction.

## 1.2 REFERENCES

- A. Standards referenced in this Section are listed below:
  - 1. American Welding Society, (AWS).
  - 2. New York State Department of Environmental Conservation, (NYSDEC).

## 1.3 QUALITY ASSURANCE

- A. The Work shall comply with the Rules and Regulations as defined under the applicable requirements of governing authorities having jurisdiction, including but not limited to, the New York State Department of Environmental Conservation.
- B. The well driller shall be a licensed well driller in the State of New York.
- C. Records: The records and logs described in Article 1.4, below, shall be reviewed to ensure the quality of the well abandonment prior to acceptance of the Work by the Engineer.
- D. The Engineer shall observe the abandonment of the well. Contractor shall cooperate with the Engineer in this observation, which shall include, but not be limited to, observing abandonment operations and reviewing the daily drillers report.
- E. Welding performed shall be high quality and per American Welding Society Standards.
- F. Products used in the Work, specified under this specification, shall be produced by manufacturers regularly engaged in the production of such items that have a successful history of product

acceptability, as interpreted by the Engineer. Equipment or materials of less quality or of inferior design to that specified will not be accepted.

#### 1.4 SUBMITTALS

- A. Action Submittals: Submit the following:
1. Shop Drawings: Submit the following prior to well abandonment operations:
    - a. Cement grout mix design.
    - b. Backfill material design and calculated required volume.
    - c. Method of casing removal.
    - d. Method of surface seal grout and material placement.
    - e. Method of backfill grout and material and material placement.
- B. Informational Submittals: Submit the following:
1. A Daily Driller's Report shall be kept at the Site for review by the Engineer, and at the conclusion of well abandonment, two neat, legible copies of the reports shall be submitted to the Engineer. The report shall contain, but not be limited to, the following information for each day's activity:
    - a. Number of crew on the Site and name of superintendent for each shift.
    - b. Description of equipment on-site and equipment used.
    - c. Number of hours on the job.
    - d. Number of hours of abandonment operations.
    - e. Number of hours of shutdown
    - f. Description of abandonment activities conducted, including amounts of material used and chronological log of activities.
    - g. Emergency phone numbers of personnel involved in well abandonment.
  2. Within seven days after completion of abandonment, submit two copies of complete and accurate Daily Driller's Reports to the Engineer.
  3. If Contractor requests changes to these Specifications, Contractor shall submit in writing the requested changes to the Engineer prior to implementation of the change. Engineer will review the request and notify Contractor in writing of their decision.
  4. Within thirty days of well abandonment, the well abandonment completion report shall be submitted by Contractor to the authority having jurisdiction and the Engineer.

## PART 2 - PRODUCTS

### 2.1 SURFACE SEAL

- A. Cement/Bentonite Slurries: A mixture with the ratio of three to five pounds of high yield bentonite powder for each 94 pound sack of Portland Cement, Type 1 or Type 2, and 6.5 gallons of water from a known, safe and uncontaminated source. Accelerator shall be limited to one to two percent by weight, if used.

## 2.2 BACKFILL MATERIAL

- A. High Solids Bentonite Grout (Powder Slurry with greater than 15 percent solids): A mixture with the ratio of 50 pounds of dry powder to 16 gallons of water from a known, safe and uncontaminated source.

## PART 3 - EXECUTION

### 3.1 ABANDONMENT

- A. General: Well abandonment shall consist of the following:
  - 1. Remove casing and/or perforate casing its full length.
  - 2. Placing the appropriate backfill material into the well to a depth of 2 to 3-feet below the ground surface.
  - 3. Removing, at a minimum, the top 2 to 3-foot section of the well casing.
  - 4. Placing a surface seal to the ground surface.
- B. Backfilling:
  - 1. Backfilling shall be performed using a tremie pipe.
  - 2. Contractor shall measure and record the amount of backfill material placed in the well to the specified depth below the ground surface and compare this volume with the estimated volume. This information shall be presented to the Engineer for approval prior to casing removal. If the placed volume of backfill material is appreciably less than the estimated volume this will be evidence that bridging may have occurred, and Contractor shall remove backfill material to the depth of bridging, eliminate the bridging, and then place backfill material to the desired depth.
- C. Casing Removal:
  - 1. After approval of backfilling by Engineer, Contractor shall remove the uppermost section of casing to the depth specified. The method of removing this casing shall be selected by Contractor.
- D. Placement of Cement Grout Seal:
  - 1. A cement grout seal shall be placed between from 2 feet to the specified depth below the ground surface. The cement grout shall be allowed to set a minimum of 16 hours prior to backfilling native material above the seal.

### 3.2 CLOSE-OUT PROCEDURES

- A. Backfilling of Native Material:
  - 1. Once the cement grout seal has set, native material shall be backfilled above the seal to existing grade.
- B. Contractor shall remove all debris and excess materials and return the Site to original condition.

\* END OF SECTION 33 29 00 \*

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## SECTION 33 41 00 - FLUSHING, CLEANING, AND INSPECTION OF CULVERTS

## PART 1 - GENERAL

## 1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to this Section, and Specification Sections including the following:
1. Section 01 33 00 – “Project Submittals and Procedures”
  2. Section 01 43 36 – “Sampling”
  3. Section 01 50 00 – “Temporary Facilities, Controls, and Decontamination”
  4. Section 01 74 19 – “Waste Management and Disposal”
  5. Section 01 77 00 – “Closeout Procedures”
  6. Section 02 21 00 – “Surveys”
  7. Section 31 23 19 – “Construction Water Management”

## 1.2 SUMMARY

- A. This section provides the requirements for flushing, cleaning, and inspecting the storm sewers and catch basins associated with the 42-inch culvert beneath the eastbound I-490.
- B. The Department, NYSDOT and local agencies require 21 calendar day advance notification to be present to inspect flushing and cleaning operations. Comply with the notification requirements of these agencies.

## 1.3 SUBMITTALS

- A. Informational Submittals
1. Field quality-control reports.
  2. Field video inspection and test reports.
    - a. Submit video and inspection records used to verify that the storm sewers and catch basin have been visibly cleaned of all soil, sediment, and debris.

## 1.4 PROJECT CONDITIONS

- A. Interruption of Existing Storm Drainage Service: Do not interrupt service to facilities occupied by others unless permitted under the following conditions and then only after arranging to provide temporary service according to requirements indicated:
1. Notify Engineer no fewer than 5 days in advance of proposed interruption of service.
  2. Do not proceed with interruption of service without Engineer’s written permission.

PART 2 - PRODUCTS – NOT USED

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Water generated from flushing, soils, sediments, and debris shall be removed as contaminated materials. Procedures to collect and remove the waters generated from flushing contaminated soils, sediments, and debris to the limits are specified herein, and procedures to transport and dispose of these materials are also included.
- B. Verify the condition and volume of materials in all storm sewers and catch basins to be cleaned prior to preparation for the flushing and cleaning operation.
- C. Conditions other than those shown on the Plans shall be brought to the attention of the Engineer, prior to flushing and cleaning.

3.2 PREPARATION

- A. Make preparations to flush, clean, and collect all contaminated soils, sediment, and debris generated as a result of operations.
- B. Flushing and cleaning operations shall be performed so as not to re-contaminate areas previously remediated and cleared.
- C. The Contractor shall include in his bid price and be responsible for all costs for obtaining water for sewer-cleaning operations.

3.3 CLEANING OPERATIONS

- A. Minimize the amount of water to be used with the cleaning and flushing operation. Collect all water used and resultant soils, sediments, and debris from cleaning operation and return them to the staging area for appropriate disposal.
- B. High-pressure vacuums shall be used in areas of sumps or pits that cannot be cleaned by washing.
- C. During the cleaning process, the sediments collected shall be protected against the addition of water such as rain and runoff.
- D. Transport and dispose of all cleaning water, sediments, and other debris removed from culverts and appurtenances in fully enclosed, watertight vehicles or containers. All materials removed during the cleaning operation shall be transported and disposed of in accordance with NYCRR Part 360 regulations.
- E. The equipment and procedure used shall not cause damage, dislocate, or otherwise impair the existing utilities and storm sewers.
- F. The Contractor shall repeat flushing and cleaning until no soil or sediment is observed and to the satisfaction of the Engineer.



3.4 VIDEO INSPECTION OPERATIONS

- A. Furnish a monitor for the Engineer to observe all inspections while in progress. Picture quality and definition shall be to the satisfaction of the Engineer.
- B. The video inspection shall be recorded in a format acceptable to the Engineer. A copy of the video shall be supplied to the Engineer as a part of the records of the project.

3.5 DECONTAMINATION

- A. Decontaminate all construction and inspection equipment exposed to contaminated soils, sediments, and debris in accordance with Section 01 35 29 – “Contractor’s Health and Safety Plan”.

\* END OF SECTION 33 41 00 \*

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## SECTION XII

## MEASUREMENT FOR PAYMENT

## PART 1 - GENERAL

## 1.1 DESCRIPTION

- A. This section covers the methods and procedures that the Department will use to measure the Contractor's Work and provide payment. This description of the measurement and payment features will not, in any way, limit the responsibility of the Contractor for making a thorough investigation of the Contract Documents and Site conditions to determine the scope of the work included in each bid item.
- B. Items listed starting in Part 3 of this Section refer to and are the same pay items listed in the Bid Form and constitute all pay items for completing the Work. No direct or separate payment will be made for providing miscellaneous temporary or accessory works, plant services, Contractor's or Engineer's field offices, layout surveys, Project signs, sanitary requirements, testing, safety provisions and safety devices, submittals and record drawings, water supplies, power and fuel, traffic maintenance, removal of waste, security, coordination with Owner's operations, information technology (including hardware, software, and services) required during construction, bonds, insurance, or other requirements of the General Conditions, Supplementary Conditions, General Requirements, and other requirements of the Contract Documents. Payment will constitute complete compensation for all Work required by the Contract Documents, including all costs of accepting the general risks, liabilities and obligations, expressed or implied. Compensation for providing, as required, all supervision, labor, equipment, overhead, profit, material, tests, required services, applicable taxes, and for performing all other related Work items, shall be included in prices stipulated for lump sum and unit price pay items listed in this Section and included in the Contract.
- C. Payment will be made to the Contractor in accordance with the specified methods of measurement and the unit or lump sum prices stipulated in the acceptance of the bid. Payment will constitute complete compensation for all work required by the Contract Documents including all costs of accepting the general risks, liabilities and obligations, expressed or implied. Payment under all tasks will include, but necessarily be limited to, compensation for furnishing all supervision, labor, equipment overhead, profit, material, services, applicable taxes, and for performing all other related work required. No other payment will be made.
- D. Each lump sum and unit bid price shall include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.
- E. For unit price items, the Contractor shall be paid for the actual amount of work accepted and for the actual amount of materials in place during the period of construction. After the work is completed and before final payment is made, the Engineer or Contractor as specified in the pay items will make final measurements to determine the quantities of the various items of work accepted as the basis for final payment. The Contractor shall accept compensation as herein provided, in full payment for furnishing all materials, labor, tools, equipment, and incidentals necessary to the completed work and for performing all work contemplated and embraced by the Contract.

- F. For lump sum items, the Contractor will be paid on the basis of actual work accepted until the work is completed. Upon completion of the item, 100 percent of the lump sum price may be paid, subject to the terms of the Agreement. The pay items listed below describe the measurement of and payment for the Work to be done under respective items listed in the Bid as outlined in the approved schedule of values.
- G. No payment will be made for work performed by the Contractor to replace defective work, work which is not required by the Contract Documents, work outside the limits of the Contract and additional work necessary due to actions of the Contractor.
- H. All units of measurement shall be standard United States convention, as applied to the specific items of work by tradition and as interpreted by the Engineer. Each unit or lump sum price stated in the Bid shall constitute full compensation, as herein specified, for each item of Work completed.

#### 1.2 ENGINEER'S ESTIMATE OF QUANTITIES

- A. The estimated quantities for Unit Price Items, as listed in the Bid Schedule, are approximate only and are included solely for purpose of the comparison of Bids. The Engineer does not expressly, or by implication, agree that nature of materials encountered or required shall correspond therewith and reserves the right to increase or decrease any such quantities or to eliminate quantities as the Engineer may deem necessary.

#### 1.3 RELATED PROVISIONS

- A. Payments to Contractor: Refer to General Conditions, Supplementary Conditions, and Agreement Section VI.
- B. Changes in Contract Price: Refer to General Conditions, Supplementary Conditions and Agreement Section VI.
- C. Schedule of Values: Refer to General Conditions, Supplementary Conditions, and Specification 01 29 73 – "Schedule of Values".

#### 1.4 SUBMITTALS

- A. Bid Breakdowns/Schedule of Values: Submit in accordance with Section VIII, Article 1.4, 1.6 and Article 13.

#### 1.5 INCIDENTAL ITEMS

- A. Except for the items designated hereunder for Measurement and Payment, the costs of items necessary to complete the work as specified are considered incidental to the items specified for Measurement and Payment. The costs of incidental items shall be included in the prices of items specified for Measurement and Payment.

### PART 2 - MEASUREMENT

- A. Under this Contract, the Contractor shall provide all labor, equipment, and materials and shall complete all Work as shown and described in the Contract Documents and as directed by the Engineer, in accordance with the expressed intent of the Contract to secure a complete construction

of a functionally complete Project. The bid items described in this Section shall together include all work set forth in the Contract Documents or required to properly complete the Work. Any necessary Work that is not explicitly described shall be considered included in the item to which it properly belongs. Where used in the Contract Documents, the word “including” (“includes”, “include”) shall mean “including (includes, include) but not limited to”. Each item includes:

1. All tools, labor, material, equipment, plant services, bonds and insurance, tests, adjustments, warranties, overhead, supervision and other expenses required to perform the Work.
2. All accessories, manuals, and services pertinent to the proper installation of materials and equipment.
3. All accessories, manuals, and services pertinent to the proper start-up, operation, and maintenance of materials and equipment.

B. Lump Sum Items: Measurement of all Lump Sum Items will be on a total job basis.

1. The quantities of Work performed under lump sum items will not be measured except for the purpose of determining reasonable interim payments. Interim payments will be made in accordance with the estimated value of Work performed and found acceptable as determined by the Engineer, or as specified in this Section.
2. For each lump sum bid item, the Contractor shall provide a schedule of values per Part 3 of this Section. The schedule of values shall include a breakdown of major cost items included within the lump sum in sufficient detail to document the specific costs of all items included in the lump sum bid item. The schedule of values shall be provided prior to initiation of the Work.
3. Measurement for Progress Payments of all lump sum items will be on a percent complete basis as established in the Contract Documents.

C. Unit Price Items: For each unit price bid item, the Contractor shall provide a schedule of values per Part 3 of this Section. The schedule of values shall include a breakdown of major cost items included within the unit price in sufficient detail to document the specific costs of all items included in the unit price bid item. The schedule of values shall be provided prior to initiation of the Work. Where items are specified to be measured on a unit basis, measurement will be of each particular unit as specified.

1. Volumetric Basis - Where solid or semi-solid items (e.g. sludge and sediment) are specified to be measured on a volumetric basis, the volume will be determined on an in-place basis (prior to excavation for excavation or after placement and compaction for imported fill) between the existing and final ground surfaces as measured by land surveys. If no tolerance is specified, the tolerance shall be interpreted to be 0.00 foot. Where liquid items are specified to be measured on a volumetric basis, the volume will be determined by direct readings obtained from a graduated container containing the liquid or from a calibrated meter designed to measure the quantity of liquid passing an established point or boundary (e.g. flow meter).
2. Area Basis - Where items are specified to be measured on an areal basis, the area will be measured as the actual surface area within the specified limits. If a specified width of an

item is indicated, the area will be determined by the actual length along the centerline multiplied by the specified width. No adjustments will be made for the overlap of materials.

3. Length Basis - Where items are specified to be measured on a length basis, the length will be measured as the actual length along the centerline within specified limits. No adjustments will be made for the overlap of materials
  4. Weight Basis - Where items are specified to be measured on a weight basis, the weight will be measured based on certified weigh scale tickets obtained from a weigh scale certified by the County Office of Weights and Measures and approved by the Engineer. The weights shall be taken in the presence of a Department representative. When the weight is per ton, trucks shall be weighed prior to loading and after loading. The measured tonnage will be the difference between the prior- and post-loading measured truck weights.
  5. Unit Basis – Where items are specified to be measured on a unit basis, measurement will be of each particular unit as specified.
- D. Measurement and payment will be made only for Work that has been acceptably performed within the limits shown on the Contract Documents and in conformance with the Contract Documents, as specified, or ordered by the Engineer.

### PART 3 – BID ITEMS

#### A. Bid Item LS-1 – Mobilization and Demobilization

1. Measurement and Payment: The bid lump sum price for Bid Item LS-1 - Mobilization and Demobilization shall be the amount paid to the Contractor to mobilize and demobilize to the Site in accordance with the requirements of the Contract Documents. The Contractor may invoice for up to 70% of this item upon successful installation of the work and the remaining 30% at substantial completion. Item LS-1 – Mobilization will be made upon the completion of:
  - a. Mobilization of personnel, equipment and complete installation, testing and placing into functional service, as determined by the Department and the Engineer, project support facilities, including:
    1. Temporary utilities as defined in Section 01 50 00 – “Temporary Facilities, Controls and Decontamination”.
    2. Project Signs as defined in Section 01 58 00 – “Project Identification and Signs”.
    3. Construction entrances as further defined in the Contract Documents.
    4. Decontamination pads as further defined in the Contract Documents.
    5. All facilities necessary to conduct Health and Safety and Community Air Monitoring Programs as further defined in Section 01 35 29 – “Contractor’s Health and Safety Plan”.
    6. Stockpile and staging areas as further defined in the Contract Documents.
    7. Pre-construction soil sampling as further defined in the Contract Documents.
    8. Field offices and support areas as further defined in Sections 01 52 11 – “Engineer’s Field Office” and Section 01 52 13 – “Contractor’s Field Offices and Sheds”.
    9. Other environmental control measures as further defined in Section 01 35 29 – “Contractor’s Health and Safety Plan”.

10. Sanitary facilities as further defined in Section 01 50 00 – “Temporary Facilities, Controls and Decontamination”.
  11. On-site and off-site traffic controls as further defined in Section 01 55 13 – “Access roads and Parking Areas”.
  12. Handling and proper disposal of Contractor generated waste as further defined in Section 01 35 43.13 – “Environmental Procedures for Hazardous Materials”.
  13. Project Plans including: the Project Plan, construction schedule, Health and Safety Plan, Community Air Monitoring Plan, Spill Prevention Control and Countermeasures Plan and Storm Water Pollution Prevention Plan as further defined in Section 01 33 00 – “Project Submittals and Procedures”.
  14. Schedule, Shop Drawings, and Record Drawings as further defined in the Contract Documents.
  15. Bonds and Insurances as defined in the Contract Documents.
  16. Pre-Construction, Construction Progress and Post-Construction photo documentation as further defined by Section 01 32 33 – “Photographic Documentation (Aerial and Ground)”.
  17. Other work not specifically included in other items including: compliance with applicable regulatory requirements; preconstruction and construction period planning; scheduling; submittals; reporting; administration and documentation; quality control; environmental protection and spill control.
- b. Demobilization of personnel, equipment, proper disposal of incidental remedial waste not specifically included in other items, and submission of all records and documentation as determined by the Department and the Engineer.
- B. Bid Item LS-2 – Surveying
1. Measurement and Payment: The bid lump sum price for Bid Item LS-2 – Surveying, shall be the amount paid to the Contractor for site survey work properly performed in accordance with the requirements of the Contract Documents. Work shall include, but is not limited to, completely and properly furnishing acceptable site surveys in accordance with Section 01 71 23 – “Field Engineering” and Section 02 21 00 – “Surveys”. The Contractor may invoice for up to 60% of this item upon successful completion of the site surveys including submitting survey submittals to the Engineer and the remaining 40% at substantial completion.
- C. Bid Item LS-3 – Construction Water Management
1. Measurement and Payment: The bid lump sum price for Bid Item LS-3 – Dewatering shall be the amount paid to the Contractor for collection and offsite disposal of contact water removed from the project site. Work shall include, but is not limited to, the cost to collect and pump stormwater runoff out of active work areas, the cost to collect, pump, store, test, transport, and dispose of contaminated contact water, excluding work associated with LS-5 – Culvert Cleaning, along with the cost of any permits required. The Contractor may invoice for up to 70% of this item upon successful installation of the work and the remaining 30% at substantial completion of the project as approved by the Engineer.
- D. Bid Item LS-4 – Clearing and Grubbing
1. Measurement and Payment: The bid lump sum for Bid Item LS-4 – Clearing and Grubbing shall be the amount paid to the Contractor for properly clearing and grubbing the Site for proper execution of the Contract. Work shall include, but is not limited to, the proper

handling and management of removed vegetation, protection of vegetation to remain, establishment of erosion and sedimentation controls, and proper disposal of cleared and grubbed materials. Payment will be made based on the percent completed as agreed to by the Engineer of the amount of Bid Item LS-4 – Clearing and Grubbing.

E. Bid Item LS-5 – Culvert Cleaning

1. Measurement and Payment: The bid lump sum for Bid Item LS-5 – Culvert Cleaning shall be the amount paid to the Contractor for completely and properly inspecting and cleaning of storm sewers and culverts in accordance with the Contract Documents. Work shall include, but is not limited to, the removal, handling, and placement of soils, sediments, and debris requiring on-site disposal under the landfill cover that result from the flushing, cleaning, and inspection operations; the collection, handling, sampling, and disposal, at an approved disposal facility, of liquid wastes generated from flushing the culverts. Payment will be based on the percent completed as agreed to by the Engineer of the amount of Bid Item LS-5 – Culvert Cleaning.

G. Bid Item UP-1 - Provide Temporary Services (Reimbursed on a per Calendar Day basis)

1. Payment: The bid unit price for Bid Item UP-1 – Provide Temporary Services shall be the amount paid each calendar day for the Contractor to provide or maintain Temporary Services to the Site in accordance with the requirements of the Contract Documents. These temporary services include:
  - a. Maintain site security,
  - b. Maintaining construction entrances,
  - c. Maintaining and operating field offices and support areas,
  - d. Maintaining project signs,
  - e. Maintaining sanitary facilities,
  - f. Maintaining on-site and off-site traffic controls,
  - g. Access roads maintenance,
  - h. Fencing and gate maintenance,
  - i. Disposal of project-related solid waste,
  - j. Maintaining compliance with permit-equivalency requirements,
  - k. Conducting project meetings,
  - l. Maintaining project records,
  - m. Site superintendence,
  - n. Staging and stockpile area maintenance,
  - o. Maintaining temporary utilities,
  - p. Implementing the Project Plan,
  - q. Storm water management and erosion control,
  - r. Maintaining an updated construction schedule,
  - s. Implementing the Spill Prevention Control and Countermeasures Plan,
  - t. Maintaining Site survey controls,
  - u. Maintaining a decontamination station and disposal of associated decontamination waste.
  - v. Providing other services not specifically listed but required by the Contract Documents.
2. Measurement for payment: The bid unit price for Bid Item UP-1 – Provide Temporary Services will be paid in full for each calendar day that all temporary services are provided by the Contractor beginning after the completion of mobilization, as defined in Bid Item LS-1 and ending at substantial completion or at the end of the Contract Time specified in Section VI Article 6.1, whichever is sooner.



A 100% reduction in the payment for this item will occur for each calendar day that the Contractor fails to conduct (in the opinion of the Department or the Engineer) the proper operation and/or maintenance of any item included in Bid Item UP-1 – Provide Temporary Services.

H. Bid Item UP-2 – Implement and Maintain the Health and Safety Services (Reimbursed on a per Calendar Day basis)

1. Payment: The bid unit price for Bid Item UP-2 – Implement and Maintain the Health and Safety Service shall be the amount paid each calendar day for the Contractor to conduct the activities necessary to implement the Health and Safety Plan at the Site in accordance with the requirements of the Contract Documents. Services include, but are not limited to, the maintenance of the site-specific health and safety plan, dust control activities, the community air monitoring plan, and proper disposal of any used PPE.
2. Measurement for payment: The bid unit price for Bid Item UP-2 – Implement and Maintain the Health and Safety Services will be paid in full for each calendar day that:
  - a. All of the elements of the Contractor’s Health and Safety Plan are in place, and
  - b. The Contractor conducts the activities necessary to fully implement the Health and Safety Plan.

The period of potential payment for Bid Item UP-2 - Implement the Health and Safety Services shall begin after the satisfactory establishment of the required exclusion zone or zones and shall be considered complete when there is no longer an exclusion zone on the Site or at the end of the Contract Time specified in Section VI, Article 6.1, whichever is sooner. A 100 % reduction in the payment for this item will occur for each calendar day the Contractor fails to adhere (in the opinion of the Department or the Engineer) to the Health and Safety Plan. There will be a 100% reduction in this Bid Item for days where no Work occurs in the exclusion zone. No payment will be made for Saturdays, Sundays and holidays specified in Section XIII if no Work occurs in the exclusion zone.

I. Bid Item UP-3 – Grading of Landfill Cover to Intermediate Grades

1. Payment: Bid Item UP-3 – Grading of Landfill Cover to Intermediate Grade shall be bid unit cost per square yard of the landfill cover area where on-site soil is graded and compacted to produce the intermediate elevations shown in the Contract Drawings and surveyed. Provide all labor, materials, equipment, and incidentals necessary to properly grade and compact on-site soil, conduct compaction testing and reporting, and place the demarcation layer.
2. Measurement for Payment: The bid unit price for Bid Item UP-3 – Grading of Landfill Cover to Intermediate Grade will be paid for the actual in-place areal extent of on-site soil graded, compacted, and tested to produce the intermediate elevations shown in the Contract Drawings, and placement of the demarcation layer, as indicated by the Surveyor’s records.

J. Bid Item UP-4 – Common Fill

1. Payment: Bid Item UP-4 – Common Fill shall be bid unit cost per cubic yard in-place of common fill, as quantified by the Surveyor’s records. Provide all labor, materials, equipment and incidentals necessary to supply, place, compact, and grade common fill for the landfill cover, including, but not limited to, source testing and reporting per Section 01 43 36 – “Sampling”, gradation testing, compaction testing and reporting per Section 31 23

00 – “Excavation and Backfill”, and testing and reporting, placement, grading, and compaction and testing of clean on-site material into the final cover layer.

2. Measurement for payment: The unit price for Bid Item UP-4 – Common Fill shall be the actual in-place quantity of common fill and clean on-site satisfactory fill which is supplied and properly placed, compacted and graded as indicated by the Surveyor’s records.

K. Bid Item UP-5 – Topsoil

1. Payment: Bid Item UP-5 – Topsoil shall be bid unit cost per cubic yard in-place of topsoil as quantified by the Surveyor’s records. Provide all labor, materials, equipment and incidentals necessary to supply, place, and grade topsoil including, but not limited to, source testing and reporting per Section 01 43 36 – “Sampling”, and gradation testing and other testing and amendments per Section 31 23 00 – “Excavation and Backfill”.
2. Measurement for payment: The unit price for Bid Item UP-5 – Topsoil shall be the actual in-place quantity of topsoil which is supplied, and properly placed and graded as indicated by the Surveyor’s records.

L. Bid Item UP-6 – Type 2 Run of Crusher Stone

1. Payment: Bid Item UP-6 – Type 2 Run of Crusher Stone shall be bid unit cost per cubic yard in-place of Type 2 Run of Crusher Stone as quantified by the Surveyor’s records. Provide all labor, materials, equipment and incidentals necessary to supply, place, grade, and compact Type 2 Run of Crusher Stone within the gravel turnaround including, but not limited to gradation testing, compacting testing and reporting per Section 31 23 00 – “Excavation and Backfill”.
2. Measurement for payment: The unit price for Bid Item UP-6 – Type 2 Run of Crusher Stone shall be the actual in-place quantity of Type 2 Run of Crusher Stone which is supplied, properly placed, graded, and compacted as indicated by the Surveyor’s records.

M. Bid Item UP-7 – Restoration

1. Payment: Bid Item UP-7 – Restoration shall be bid unit cost per actual area, in square yards, of satisfactorily placed grass as quantified by the Surveyor’s records. Provide all labor, materials, equipment and incidentals necessary to complete the work, but not limited to: seed spreading, mulching, fertilizing, watering, reseeding, and protection guarantee period and maintenance until a satisfactory uniform stand of grass is achieved.
2. Measurement for payment: The unit price for Bid Item UP-7 – Restoration shall be the actual square yardage of seed properly placed, watered, and established as indicated by the Surveyor’s records.

N. Bid Item UP-8 – Fencing

1. Payment: Bid Item UP-8 – Fencing shall be bid unit cost per linear foot of permanent chain-link fence installed as quantified by the Surveyor’s records. Provide all labor, materials, equipment and incidentals necessary to complete the work, but not limited to: Proper installation of chain-link fencing per Section 32 31 13 – “Chain Link Fencing and Gates”.
2. Measurement for payment: The unit price for Bid Item UP-8 – Fencing shall be the actual in-place quantity of chain-link fence properly installed as indicated by the Surveyor’s records.

- O. Bid Item UP-9 –Monitoring Well Decommissioning
1. Payment: Bid Item UP-9 – Monitoring Well Decommissioning shall be bid unit cost per linear foot of monitoring well per the Contract Documents as verified by Engineer approved field measurements. Provide all labor, materials, equipment and incidentals necessary to completely and properly decommission the monitoring wells. Work includes, but is not limited to, removal of surface features, pulling of casing, and full grouting of the well per Section 33 29 00 – “Well Abandonment”.
  2. Measurement for payment: The unit price for Bid Item UP-9 – Monitoring Well Decommissioning shall be the actual linear feet of monitoring well properly decommissioned as indicated by the Contract Documents and verified by Engineer approved field measurements.

\* END OF SECTION XII \*

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## **SECTION XIII**

### ***Wage Rates and Associated Contract Requirements***

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Kathy Hochul, Governor

Roberta Reardon, Commissioner

NYSDEC

Alan Wong, Project Manager  
Division of Env. Remediation  
NYSDEC  
625 Broadway  
Albany NY 12233-7011

Schedule Year 2023 through 2024  
Date Requested 10/30/2023  
PRC# 2023012921

Location North of Dearcop Dr./Varian Ln  
Project ID# D012980  
Project Type Installation of a soil cover over a historical disposal area.

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

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

The schedule is effective from July 2023 through June 2024. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website [www.labor.ny.gov](http://www.labor.ny.gov). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

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

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

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





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

## Introduction

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

## Responsibilities of the Department of Jurisdiction

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

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

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

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

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

## Hours

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

## Wages and Supplements

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

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

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

## Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

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

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

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

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

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

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

## **Apprentices**

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

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

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

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Kathy Hochul, Governor

Roberta Reardon, Commissioner

NYSDEC

Alan Wong, Project Manager  
Division of Env. Remediation  
NYSDEC  
625 Broadway  
Albany NY 12233-7011

Schedule Year 2023 through 2024  
Date Requested 10/30/2023  
PRC# 2023012921

Location North of Dearcop Dr./Varian Ln  
Project ID# D012980  
Project Type Installation of a soil cover over a historical disposal area.

### Notice of Contract Award

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

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

### Contractor Information

All information must be supplied

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

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



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

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

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

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

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

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

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

### **Effective June 23, 2020**

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

(12.20)

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

**Budget Policy & Reporting Manual**

**B-610**

**Public Work Enforcement Fund**

*effective date December 7, 2005*

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**1. Purpose and Scope:**

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

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

**2. Background and Statutory References:**

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

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

**3. Procedures and Agency Responsibilities:**

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

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



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

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

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

Reports should contain the following information:

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

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

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

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



Required Notice under Article 25-B of the Labor Law

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

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

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

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

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

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

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

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

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

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

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

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

**Employer Name:**

IA 999 (09/16)





# Attention Employees

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

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

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

Chapter 629 of the Labor Laws of 2007:

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



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

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

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

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

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



## Requirements for OSHA 10 Compliance

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

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

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

Proof of completion may include but is not limited to:

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

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

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

## WICKS

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

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

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

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

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

Contractors must pay subcontractors within a 7 days period.

(07.19)

## Introduction to the Prevailing Rate Schedule

### Information About Prevailing Rate Schedule

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

#### Classification

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

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

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

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

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

#### Payrolls and Payroll Records

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

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

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

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

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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



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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

**Monroe County General Construction**

**Boilermaker**

**01/01/2024**

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 12

**ENTIRE COUNTIES**

Allegany, Cattaraugus, Chautauqua, Chemung, Erie, Genesee, Livingston, Monroe, Niagara, Ontario, Orleans, Schuyler, Steuben, Wayne, Wyoming, Yates

**WAGES**

Per hour: 07/01/2023

Boilermaker \$ 36.10

The wage rate will be 90% of the above for Maintenance work on boilers less than 100,000 pph.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30,2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 32.30\*

\*NOTE: \$31.06 of this amount is for every Hour "Paid"

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

1st Term at 12 Months

Terms 3-8 at 6 Months

Per Hour:

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

Supplemental Benefits per hour:

All Terms \$ 32.30\*\*

\*\*NOTE: \$31.06 of this amount is for every Hour "Paid"

12-7

**Carpenter - Building**

**01/01/2024**

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT** 5

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Wayne

**PARTIAL COUNTIES**

Wyoming: Only the Townships of Castile, Gainsville, Genesee Falls, Perry, Pike and Warsaw.

**WAGES**

Per hour:	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Carpenter	\$ 32.24	\$ 1.10	\$ 1.00
Floor Coverer	30.99	\$ 2.25	\$ 2.00
Carpet Layer	30.99	\$ 2.25	\$ 2.00
Drywall	32.24	\$ 1.10	\$ 1.00
Diver - Wet Day	61.25	0.00	0.00
Diver - Dry Day	33.24	\$ 1.10	\$ 1.00
Dive Tender	33.24	\$ 1.10	\$ 1.00
PileDriver/ Dock Builder	37.42	\$ 2.50	0.00

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

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

**\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.**

For Pre-Registered Projects Four(4), Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**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:

Journeyman	\$ 23.65
Floor Coverer	22.75
Pile Driver/ Dock Builder	28.75

**OVERTIME PAY**

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

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

**HOLIDAY**

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

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

**REGISTERED APPRENTICES**

**CARPENTER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 12.50	\$ 12.50	\$ 15.10	\$ 15.10
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**PILEDRIIVER/DOCK BUILDER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 18.50	\$ 19.05	\$ 21.15	\$ 21.70
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**LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES**

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

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

Supplemental Benefits per hour:

\$ 12.50	\$ 12.50	\$ 15.10	\$ 15.10
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**ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:**

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

5-276B-Liv

**Carpenter - Building / Heavy&Highway** **01/01/2024**

**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:	07/01/2023	07/01/2024
		Additional

Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 34.48	\$ 2.25*
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\*To be allocated at a later date

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 26.30
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**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (5) on HOLIDAY PAGE

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

Notes:

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

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

**REGISTERED APPRENTICES**

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

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

Supplemental Benefits per hour:

1st term	\$ 17.56
2nd term	18.04
3rd term	20.06
4th term	20.54

2-42AtSS

**Carpenter - Heavy&Highway** **01/01/2024**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Wayne

**WAGES**

Includes "Cut & Cover" work and all form work done in the open cut excavations for the purpose of constructing a tunnel (for any use). Also fabrication of forms at ground level, for installation below the open cut elevation or in any tunnel.

Per hour	07/01/2023	07/01/2024 Additional
Carpenter	\$ 35.68	\$ 2.50
Piledriver	37.42	\$ 2.50
Diver-Wet Day	60.68	\$ 2.50
Diver-Dry Day	36.68	\$ 2.50
Diver-Tender	36.68	\$ 2.50

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

- When project owner mandates a single irregular work shift, the employee will receive an additional \$3.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.50 per hour.
- Certified welders when required to perform welding work will receive an additional \$2.50 per hour.

**ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:**

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51'to 100' additional \$.50 per foot
  - 101'to 150' additional \$0.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

**\*\* NOTE-**The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman:

Carpenter	\$ 26.40
Pile Driver	28.75
Diver-Wet Day	27.74
Diver-Dry Day	27.74
Diver Tender	27.74

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.

**REGISTERED APPRENTICES**

CAPRENTER APPRENTICES

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

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

Supplemental Benefits per hour:

\$ 18.01	\$ 18.53	\$ 20.59	\$ 21.10	\$ 21.61
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**PILEDRIIVER/DOCKBUILDER APPRENTICES**

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

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

Supplemental Benefits per hour:  
 \$ 18.50      \$ 19.05      \$ 21.15      \$ 21.70

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:  
 - When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.  
 - State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.  
 - Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

5-276HH-Liv

**Electrician**

**01/01/2024**

**JOB DESCRIPTION** Electrician

**DISTRICT 7**

**ENTIRE COUNTIES**

Livingston, Monroe

**PARTIAL COUNTIES**

Genesee: Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion, Stafford, and that portion of the Townships of Batavia and Elba which lie east of a line following the Little Tonawanda Creek, north on the Tonawanda Creek to the City limits of Batavia, northwest and northeast around the City limits, but including the City of Batavia (in effect prior to 02/01/70), to State Highway 98, north on 98 to Orleans County.

Ontario: Only the Townships of Bristol, Canadice, Naples, West Bloomfield, Richmond, South Bristol, East Bloomfield and Victor.

Orleans: Only the townships of Clarendon, Kendall, and Murray.

Wayne: Only the Townships of Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Williamson.

Wyoming: Only the Townships of Castile, Covington, Gainesville, Genesee Falls, Middlebury, Perry, Pike and Warsaw.

**WAGES**

Per hour:	07/01/2023	05/27/2024
		Additional
Electrician	\$ 39.30	\$ 2.75*
Teledata, Sound Wireman	39.30	2.75*

\* To be allocated at a later date.

NOTE: 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:

Work from 4:30 PM - 1:00 AM	\$ 46.10
Work from 12:30 AM - 9:00 AM	51.64

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 26.01 plus 5.25% of wage paid
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

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

If a Holiday falls on Saturday, it will be celebrated on the Friday preceding and if it falls on Sunday, it will be celebrated on the Monday following the Holiday.

**REGISTERED APPRENTICES**

ALL APPRENTICES: Hourly terms as follows:

1st term: 0-1000 hrs	2nd term: 1001-2000 hrs	3rd term: 2001-3500 hrs
4th term: 3501-5000 hrs	5th term: 5001-6500 hrs	6th term: 6501-8200 hrs

APPRENTICES INDENTURED PRIOR TO 4/1/2021

Wages per hour at the following percentage of Journeyman's wage:

	1st	2nd	3rd	4th	5th	6th
	40%	45%	50%	60%	70%	80%
Supplemental Benefits per hour worked:						
	Appr. 1st and 2nd term			\$ 11.80 plus 5.25% of wage paid		
	Appr. 3rd-6th term			\$ 26.01 plus 5.25% of wage paid		

**APPRENTICES INDENTURED AFTER 4/1/2021**

Wages per hour at the following percentage of Journeyman's wage:

	1st	2nd	3rd	4th	5th	6th
	50%	55%	60%	65%	70%	80%
Supplemental Benefits per hour worked:						
	Appr. 1st-3rd term			\$ 11.38 plus 5.25% of wage paid		
	Appr. 4th-6th term			\$ 22.89 plus 5.25% of wage paid		

7-86

**Elevator Constructor** **01/01/2024**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 5**

**ENTIRE COUNTIES**

Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates

**WAGES**

Per hour worked: 07/01/2023

Elevator Constructor	\$ 56.56
Helper	39.59

\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 37.335\*

\*Add 6% of regular hourly rate for all hours worked.

**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

**REGISTERED APPRENTICES**

850 hours terms at the following percentage of journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
50%*	55%	65%	65%	70%	70%	80%	80%

\*Zero benefits paid for first term.

Supplemental Benefits per hour: \$ 37.335\*

\*Add 6% of regular hourly rate for all hours worked

5-27

**Glazier** **01/01/2024**

**JOB DESCRIPTION** Glazier

**DISTRICT 5**

**ENTIRE COUNTIES**

Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates

**WAGES**

Per hour: 07/01/2023

Glazier	\$ 28.05
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\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 29.20

**OVERTIME PAY**

See ( B, E, E2\*, Q, Note ) 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:	\$ 17.50
Appr. 2nd term:	18.50
Appr. 3rd term:	19.50
Appr. 4th term:	20.50
Appr. 5th term:	21.50
Appr. 6th term:	22.50
Appr. 7th term:	23.50
Appr. 8th term:	24.50

Supplemental Benefits per hour:

Appr. 1st term	\$ 13.90
Appr. 2nd term	13.90
Appr. 3rd term	19.90
Appr. 4th term	19.90
Appr. 5th term	20.90
Appr. 6th term	20.90
Appr. 7th term	21.90
Appr. 8th term	21.90

5-677.1

**Insulator - Heat & Frost** **01/01/2024**

**JOB DESCRIPTION** Insulator - Heat & Frost

**DISTRICT 7**

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Orleans, Steuben, Wayne, Yates

**PARTIAL COUNTIES**

Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, Leroy, Pavilion Stafford and City of Batavia.

**WAGES**

Per hour:	07/01/2023	06/01/2024
		Additional
Asbestos Installer	\$ 36.21	\$ 1.55*
Insulation Installer (On mechanical systems only)	\$36.21	1.55*

\*To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 24.76

**OVERTIME PAY**

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

\*Triple time for Labor Day if worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE



When a holiday falls on a Sunday, the following Monday shall be observed as the holiday. When a holiday falls on a Saturday, then the previous Friday shall be observed as the holiday.

**REGISTERED APPRENTICES**

WAGES: (1) year terms at the following wage rates.

1st year	\$ 18.11
2nd year	21.73
3rd year	25.35
4th year	28.97
5th year	32.29

SUPPLEMENTAL BENEFITS per hour worked:

Appr. First 1000 Hours	\$ 12.17
Appr. Rest of 1st year	13.64
Appr. 2nd year	23.26
Appr. 3rd year	24.26
Appr. 4th year	24.26
Appr. 5th year	24.26

7-26

**Ironworker**

**01/01/2024**

**JOB DESCRIPTION** Ironworker

**DISTRICT** 5

**ENTIRE COUNTIES**

Chemung, Livingston, Monroe, Ontario, Yates

**PARTIAL COUNTIES**

Allegany: Only the Townships of Birdsall, Burns and Grove.

Genesee: Only the Townships of Batavia, Bergen, Bethany, Byron, Elba, LeRoy, Oakfield, Pavillion, Stafford.

Orleans: Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall, Murray, and Village of Holley.

Schuyler: Only the Townships of Dix, Orange, Reading and Tyron.

Steuben: Only the Townships of Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Cohocton, Corning, Dansville, Erwin, Hornby,

Lindley, Prattsburg, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, Woodhull.

Wayne: Only the Townships of Arcadia, Lyons, Macedon, Marion, Ontario, Palmyra, Sodus, Walworth, Williamson and Village of Newark.

Wyoming: Only the Townships of Castile, Covington, Middlebury, Perry.

**WAGES**

Per hour: 07/01/2023

Structural	\$ 32.00
Reinforcing	32.00
Ornamental	32.00
Fence Erector	32.00
Welder	32.00
Sheeter	32.25
Stone Derrick Man	32.00
Mach. Mov./Rigger	32.00
Precast Concrete Erector	32.00
Window/Curtainwall Erector	32.00
Pre-Engineered Building	32.00

When shift work is mandated either in the job specification or by the contracting agency the following premiums apply

10% for second shift work from 2:00PM - 7:00PM

15% for third shift work from 7:00PM - 12:00AM

When a single irregular shift is worked outside the standard workday with the start times based on second and third shifts, a 10% premium on hours worked applies.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 31.22

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

One year terms at the following rates.

1st.	2nd.	3rd.	4th.
19.50	21.50	23.50	25.50

Supplemental Benefits per hour:

Appr. 1st year	\$ 12.98
Appr. 2nd year	20.58
Appr. 3rd year	21.66
Appr. 4th year	22.75

5-33.1

**Laborer - Building**

**01/01/2024**

**JOB DESCRIPTION** Laborer - Building

**DISTRICT 5**

**ENTIRE COUNTIES**

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

**WAGES**

GROUP A: Basic Rate

GROUP D: Blaster

GROUP E: Powder Monkey

GROUP F: Air track drill, wagon drill and asphalt rakers

GROUP G: Chuck tender, all work on hanging or swinging scaffold, work at heights outside the building where safety lines and belts are required, boson's chair.

GROUP H: Jack hammers, mortar mixers, paving breakers, concrete vibrators operators other than in (J), Barco tampers, jumping jacks.

GROUP I: Pipe layers, burners and cutters for wrecking and demolition.

GROUP J: Concrete vibrators for architectural concrete.

GROUP K: Yardmen, Cleaning, Clean-up (not demolition related).

Per hour: 07/01/2023

Building Laborer:

Group A	\$ 29.07
Group D	30.40
Group E	29.94
Group F	29.47
Group G	29.27
Group H	29.37
Group I	29.37
Group J	29.51
Group K	26.22

New Chimney Work:

Base to 100 feet	\$ 29.07
101 to 150 feet	29.32
151 to 200 feet	29.57
201 to 250 feet	29.82
251 and higher	30.07

Asbestos removal \$1.00 over basic rate.

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 22.78

**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**

1000 hour terms at the following wage.

Indentured before May 1, 2019

1st term	\$ 17.88
2nd term	23.07
3rd term	24.55
4th term	23.89

Asbestos removal \$ 1.00 over basic rate.

Supplemental Benefits per hour:

Appr. 1st year	\$ 13.23
Appr. 2nd year	13.23
Appr. 3rd year	16.93
Appr. 4th year	22.78

1000 hour terms at the following wage.

Indentured after May 1, 2019

1st term	\$ 17.88
2nd term	19.88
3rd term	21.88
4th term	23.88

Supplemental benefits per hour worked:

Appr. 1st year	\$ 13.23
Appr. 2nd year	13.23
Appr. 3rd year	16.93
Appr. 4th year	22.78

5-435

**Laborer - Heavy&Highway**

**01/01/2024**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

**WAGES**

GROUP A: Flagperson.

GROUP B: Basic rate, 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 steel mesh, Small generators for Laborer's tools, Installation of bridge drainage pipe, Vibrator type rollers, Tamper, Drill doctor, Tail or Screw operator on asphalt paver, Water pump operators (1 1/2" & single Diaph.) Nozzle (asphalt, seeding, rubbing concrete & sandblasting), Laborers on chain link fence, Rock splitter & Power unit, Pusher type concrete saw, All other Gas, Electric, Oil and Air tool ops., Form setters, Stone or Granite curb setters, Relining of Existing Pipe.

GROUP C: All Rock or Drilling machine operators (Except Quarry master and Similar type), Acetylene torch operators, Powderman, Gunitite nozzleleman, Pipe layer, Wrecking laborer, Asphalt rakers (Top only).

GROUP D: Blasters.

Per hour:	07/01/2023
Heavy/Highway Laborer:	
Group A	\$ 31.46
Group B	32.16
Group C	32.36

Group D 33.19

12 month carry over from bid date of the wage rates effective at the time of bid.

Hazardous Waste \$1.50 over basic rate.

There will be an additional \$1.75 for mandated night work. This amount is not subject to overtime premiums.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 25.30

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

1000 hour terms at the following wage.

Indentured before July 1, 2019.

1st term	\$ 20.28
2nd term	26.02
3rd term	26.77
4th term	26.41

Supplemental Benefits per hour:

Appr. 1st term	\$ 14.20
Appr. 2nd term	14.20
Appr. 3rd term	19.20
Appr. 4th term	25.30

1000 hour terms at the following wage.

Indentured after July 1, 2019.

1st term	\$ 20.28
2nd term	22.28
3rd term	24.28
4th term	26.28

Supplemental benefits per hour worked:

Appr. 1st term	\$ 14.20
Appr. 2nd term	14.20
Appr. 3rd term	19.20
Appr. 4th term	25.30

5-435H

**Laborer - Tunnel**

**01/01/2024**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT** 5

**ENTIRE COUNTIES**

Genesee, Livingston, Monroe, Ontario, Orleans, Seneca, Wayne, Wyoming, Yates

**WAGES**

GROUP A :Change House Man.

GROUP B :Miners and all Machine Men, Safety Miner, All Shaftwork and Caisson work, Pit/Dumpmen, Chuck tender, Brakeman, Powderman, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C :Blaster.

GROUP D :Hazardous/Waste Work.

Per hour:	07/01/2023
Tunnel Laborer:	
Group A	\$ 33.17
Group B	33.37
Group C	34.37
Group D*	37.37

\*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection before rate applies.

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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 24.02
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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

**REGISTERED APPRENTICES**

1000 hour terms at the following wage.

Indentured before July 1, 2019

1st term	\$ 19.76
2nd term	25.50
3rd term	27.99
4th term	27.63

Supplemental Benefits per hour:

Appr. 1st term	\$ 14.67
Appr. 2nd term	14.67
Appr. 3rd term	17.92
Appr. 4th term	24.02

1000 hour terms at the following wage.

Indentured after July 1, 2019

1st term	\$ 19.76
2nd term	21.76
3rd term	23.76
4th term	25.76

Supplemental benefits per hour:

1st term	\$ 14.67
2nd term	14.67
3rd term	17.92
4th term	24.02

5-435 T

**Lineman Electrician**

**01/01/2024**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

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

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	57.40	58.90
Welder, Cable Splicer	57.40	58.90
Digging Mach. Operator	51.66	53.01
Tractor Trailer Driver	48.79	50.07
Groundman, Truck Driver	45.92	47.12
Equipment Mechanic	45.92	47.12
Flagman	34.44	35.34

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

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

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

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

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

Lineman, Tech, Welder	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	58.72	60.22
Cable Splicer	64.59	66.24
Certified Welder, Pipe Type Cable	61.66	63.23
Digging Mach. Operator	52.85	54.20
Tractor Trailer Driver	49.91	51.19
Groundman, Truck Driver	46.98	48.18
Equipment Mechanic	46.98	48.18
Flagman	35.23	36.13

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

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

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

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

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

**OVERTIME PAY**

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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.  
 Overtime See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

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

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

**Lineman Electrician - Teledata** **01/01/2024**

**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).

	07/01/2023	01/01/2024	01/01/2025
Cable Splicer	\$ 37.73	\$ 39.24	\$ 40.81
Installer, Repairman	\$ 35.81	\$ 37.24	\$ 38.73
Teledata Lineman	\$ 35.81	\$ 37.24	\$ 38.73
Tech., Equip. Operator	\$ 35.81	\$ 37.24	\$ 38.73
Groundman	\$ 18.98	\$ 19.74	\$ 20.53

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work please see LINEMAN.

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

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

**SUPPLEMENTAL BENEFITS**

Per hour:	07/01/2023	01/01/2024	01/01/2025
Journeyman	\$ 5.70	\$ 5.70	\$ 5.70
	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid	*plus 3% of the hourly wage paid

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

**Lineman Electrician - Traffic Signal, Lighting** **01/01/2024**

**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.



A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.  
 (Ref #14.01.01)

Per hour:	07/01/2023	05/06/2024
Lineman, Technician	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	49.32	50.54
Certified Welder	51.79	53.07
Digging Machine	44.39	45.49
Tractor Trailer Driver	41.92	42.96
Groundman, Truck Driver	39.46	40.43
Equipment Mechanic	39.46	40.43
Flagman	29.59	30.32

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

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

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

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

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

	07/01/2023	05/06/2024
Lineman, Technician, or Equipment Operators with Crane License	\$ 29.40 *plus 7% of the hourly wage paid	\$ 30.90 *plus 7% of the hourly wage paid
All other Journeyman	\$ 26.40 *plus 7% of the hourly wage paid	\$ 26.90 *plus 7% of the hourly wage paid

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

**OVERTIME PAY**

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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

Overtime: See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Governor of NYS Election Day.

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

**REGISTERED APPRENTICES**

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a-LT

**Lineman Electrician - Tree Trimmer**

**01/01/2024**

**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 would include stump removal near underground energized electrical lines, including telephone and CATV lines.

Per hour:	07/01/2023	12/31/2023
Tree Trimmer	\$ 29.80	\$ 31.44
Equipment Operator	26.35	27.80
Equipment Mechanic	26.35	27.80
Truck Driver	21.95	23.15
Groundman	18.07	19.07
Flag person	14.20	14.20*

\*NOTE- Rate effective on 01/01/2024 - \$15.00 due to minimum wage increase

**SUPPLEMENTAL BENEFITS**

Per hour:

	07/01/2023	12/31/2023
Journeyman	\$ 10.48	\$ 10.48
	*plus 4.5% of the hourly wage paid	*plus 4.5% of the hourly wage paid

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

**OVERTIME PAY**

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

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

**HOLIDAY**

Paid: See (5, 6, 8, 15) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

**Mason - Building**

**01/01/2024**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 5**

**ENTIRE COUNTIES**

Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

**WAGES**

Per Hour:	07/01/2023
Building:	
Bricklayer	\$ 33.81
Cement Mason	33.81
Plasterer	33.81
Stone Mason	33.81
Tuck Pointer	33.81

\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 26.68
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**OVERTIME PAY**

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

\*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

1st, 2nd and 3rd term 1500 hours and 4th term 1525 hours at the following wage:

1st	2nd	3rd	4th
\$ 23.58	\$ 25.28	\$ 27.50	\$ 30.42

Supplemental Benefits per hour:

1st	2nd	3rd	4th
\$ 9.57	\$ 13.95	\$ 17.80	\$ 20.96

5-3B - Z1

**Mason - Heavy&Highway**

**01/01/2024**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT 5**

**ENTIRE COUNTIES**

Allegany, Broome, Chautauqua, Chemung, Chenango, Cortland, Delaware, Genesee, Livingston, Monroe, Ontario, Orleans, Otsego, Schuyler, Seneca, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

**PARTIAL COUNTIES**

Cattaraugus: Entire county except in the Township of Perrysburg and the Village of Gowanda only the Bricklayer classification applies.

Erie: Only the Bricklayer classification applies.

Niagara: Only the Bricklayer classification applies.

**WAGES**

Per hour:	07/01/2023
Heavy & Highway:	
Cement Mason	\$ 36.88
Bricklayer	36.88

\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 23.53
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**OVERTIME PAY**

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

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

1500 hour terms at the following percentage of Journeyman's wage:

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

Supplemental benefits per hour:

1st term	\$ 14.03
2nd term	\$ 22.97
3rd term	\$ 23.11
4th term	\$ 23.25

5-3h

**Mason - Tile Finisher**

**01/01/2024**

**JOB DESCRIPTION** Mason - Tile Finisher

**DISTRICT 5**

**ENTIRE COUNTIES**

Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

**WAGES**

Per hour: 07/01/2023

Building:

Marble, Slate, Terrazzo and Tile Finisher \$ 28.81

\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour: \$ 21.66

**OVERTIME PAY**

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

\*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour:

1700 hrs for 1st and 2nd term, 1600 hrs for 3rd term at the following wage:

1st	2nd	3rd
\$ 23.04	\$ 23.97	\$ 26.05

Supplemental benefits per hour:

1st	2nd	3rd
\$ 7.14	\$ 11.28	\$ 14.27

5-3TF - Z1

**Mason - Tile Setter**

**01/01/2024**

**JOB DESCRIPTION** Mason - Tile Setter

**DISTRICT 5**

**ENTIRE COUNTIES**

Genesee, Livingston, Monroe, Ontario, Seneca, Wayne, Wyoming, Yates

**WAGES**

Per hour: 07/01/2023

Building:  
 Marble, Slate, Terrazzo \$ 35.95  
 and Tile Setter

\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 25.35

**OVERTIME PAY**

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

\*Note - Or other conditions beyond the employer's control such as fire or natural disaster.

**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 wage:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 21.54	\$ 23.81	\$ 25.25	\$ 27.06	\$ 29.20	\$ 31.17	\$ 33.64	\$ 35.06

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 12.06	\$ 12.87	\$ 14.50	\$ 15.77	\$ 16.71	\$ 17.82	\$ 21.50	\$ 23.16

5-3TS - Z1

**Millwright 01/01/2024**

**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:	07/01/2023	07/01/2024	07/01/2025
		Additional	Additional
Millwright - Power Generation	\$ 43.05	\$ 2.50	\$2.50

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- An employee performing the work of a machinist shall receive an additional \$2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional \$1.00 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour paid:

Journeyman \$ 27.40\*

\*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 Journeyman's wage:

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

\*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	22.75
Appr. 3rd year	24.30
Appr. 4th year	25.85

6-1163Power

**Millwright**

**01/01/2024**

**JOB DESCRIPTION** Millwright

**DISTRICT 6**

**ENTIRE COUNTIES**

Chemung, Cortland, Livingston, Monroe, Ontario, Orleans, Schuyler, Steuben, Tompkins, Wayne, Wyoming

**WAGES**

Per hour:	07/01/2023	07/01/2024 Additional	07/01/2025 Additional
Building	\$ 34.55	\$ 2.25	\$ 2.25
Heavy & Highway	37.55	2.75	2.25

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

- Certified Welders shall receive an additional \$1.75 per hour provided he/she is directed to perform certified welding.
- On Building projects, If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive an additional \$1.50 per hour.
- H/H work performed on hazardous waste sites where employees are required to wear protective gear shall receive an additional \$2.00 per hour over the Millwright H/H rate for all hours worked on the day protective gear was worn.
- 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:

Journeyman	\$ 26.13
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**OVERTIME PAY**

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

**HOLIDAY**

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

**REGISTERED APPRENTICES**

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

Appr. 1st year	65 %*
Appr. 2nd year	75 %*
Appr. 3rd year	80 %*
Appr. 4th year	90 %*

\*NOTE: Additional premium for the following work listed below:

Certified Welder	\$ 1.75
Hazardous Waste (Bldg)	1.50
Hazardous Waste (H/H)	2.00
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	\$ 11.89
Appr. 2nd year	21.86
Appr. 3rd year	23.28
Appr. 4th year	24.71

6-1163

**Operating Engineer - Building** **01/01/2024**

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 7

**ENTIRE COUNTIES**

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

**PARTIAL COUNTIES**

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 A1: Cranes, all types\* (A1 Includes Boom Truck, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane, Truck Crane, Whirlies).

CLASS 1: Air Tugger; All terrain telescoping material handler; Barber Green and similar type machines; Clamshell; Dragline Shovel and similar machines over three-eighths cu. yd. capacity (Factory rating); Carrier mounted Backhoes that swing 360 degrees; Big Generator Plant Hoist (on steel erection); Bridge Crane (all types); Cableway; Caisson auger and similar type machine; Crane (only those under 5 ton with no NYS license required. All others, see CRANE rates below); Derrick; Dredge; Excavator all purpose hydraulically operated; Forklift (with Factory rating of 15' or more of lift); Hoist (on steel erection); Hydraulic/Krupp Drill; Mucking Machines; Remote controlled Excavator with attachments (Brokk type or similar); Ross Carrier (and similar type); Three-Drum Hoist (when all three drums are in use).

CLASS 2: A-Frame Truck; Backfilling Machine; Backhoe (tractor mounted); Belt Crete (and similar type machines); Bituminous spreading machine (3/8 yd. capacity or less factory rating); Bulldozer; Carry-all type Scraper; Compressors (four (4) not to exceed 2000 CFM combined capacity) or (three (3) or less with more than 1200 CFM but not to exceed 2000 CFM); Concrete Mixer; Concrete Placer; Concrete Pump; Mini Locomotives (all types); Elevating Grader; Elevator; Fine Grade and Finish Rollers; Fine Grade Machines (all kinds); Forklift with factory rating of less than 15' of lift; Front End Loader; Guniting Pumping Machine; High Pressure Boiler; Hoist (1 or 2 drums); Maintenance Engineer (Mechanic); Mechanical Slurry Machine (all kinds); Mega Mixers and similar type machines; Motor Grader; Post Hole Digger; Pumps (regardless of motive power) no more than four (4) in number not to exceed twenty (20) inches in total capacity (not to include single electric pumps up to and including four (4) inches); Shot Crete Pumping Machine; Side Boom; Tractor; Skid Steer Loader (including attachments); Stoner Crusher; Tournadozer and similar types; Tournapull and similar types; Trenching Machines; Welder; Well Drill; Well Point System.

CLASS 3: Compressors - any combination (Not to exceed three (3) pieces of equipment or not to exceed 1200 CFM combined capacity); Fireman; Longitudinal Float; Mechanical Heater; Pumps (regardless of motive power, no more than three (3) in number, not to exceed twelve (12) inches total capacity); Roller (fill and grade); Rubber Tired Tractor; Welding Machine (except gas driven up to 300 amp); Mechanical Conveyor (over 12 ft. in length); Junior Engineers/Oilers.

Per hour:	07/01/2023	07/01/2024	07/01/2025
CLASS A1*	\$ 43.89	\$ 45.71	\$ 47.64
CLASS 1	39.39	41.21	43.14
CLASS 2	38.59	40.41	42.34
CLASS 3	35.89	37.71	39.64

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 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

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 33.40	\$ 34.51	\$ 35.61
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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

**REGISTERED APPRENTICES**

WAGES: One year terms at the following percentage of the Journeyman's wage listed below.

1st year	60% of CLASS 3 rate
2nd year	65% of CLASS 3 rate
3rd year	75% of CLASS 2 rate
4th year	80% of CLASS 1 rate

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: Same as Journeyman.

7-158-832B

**Operating Engineer - Building - Excavating & Paving**

**01/01/2024**

**JOB DESCRIPTION** Operating Engineer - Building - Excavating & Paving

**DISTRICT 7**

**ENTIRE COUNTIES**

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

**PARTIAL COUNTIES**

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**

NOTE: The following rates apply to "Site Work" which may include site preparation, grading, underground work, athletic fields, paving, skateboard parks and all other work outside the footprint of any building.

This wage schedule does not cover Hazardous Waste Removal work, See Heavy/Highway schedule (7-158-832H)

CLASS A: All terrain Telescoping Material Handler; Asphalt Paver; Automatic Fine Grader; Backhoe (except tractor mounted-rubber tired); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker (over 5 ton capacity); Crane; Cranes and Derricks (steel erection); Dragline; Dual Drum Paver; Excavator (all purpose-hydraulically operated); Front End Loader (4 cu. yd. and over); Hoist (two or three drum); Hydro-Axe; Hydraulic/Krupp Drill; Pile Driver; Power Grader (with elevating loader attachment); Quarry Master (or equivalent); Remote controlled Excavator with attachments; Shovel; Slip Form Paver (if a second man is needed, he shall be an Oiler); Tractor Drawn Belt-Type Loader; Truck Crane; Tunnel Shovel.

CLASS B: Articulated off-road Material Hauler; Backhoe (tractor mounted-rubber tired); Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Boring Machine; Cage Hoist; Central Mix Plant (non-automated) and all Concrete Batching Plants; Cherry Picker (5 tons and under); Compressor (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Paver (over 16'); Concrete Pump; Crusher; Drill Rigs (tractor mounted); Front-end Loader (under 4 cu. yd.); Hi-pressure Boiler (15 lbs. and over); Hoist (one drum); Kolman Plant Loader and similar type loaders (if Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler); Maintenance Engineer; Maintenance Grease Man; Mechanical Slurry Machine; Mixer for stabilized base (self-propelled); Monorail Machine; Plant Engineer; Power Broom; Power Grader; Pump Crete, Ready Mix Concrete Plant; Road Widener; Roller (all above sub-grade); Side Boom; Skid Steer Loader (including attachments); Tractor Scraper; Tractor with Dozer and/or Pusher; Trencher; Vacuum Truck; Winch.

CLASS C: Compressors (4 not to exceed 2,000 c.f.m. combined capacity) or (3 or less with more than 1,200 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, Welding Machines (four of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point Systems; Farm Tractor with accessories; Fine Grade Machine; Fork Lift; Gunite Machine; Hammers (Hydraulic self-propelled); Locomotive; Post Hole Digger and Post Driver; Pumps (regardless of motive power, not more than 4 in number not to exceed 20" in total capacity); Submersible Electric Pumps (when used in lieu of well Points); Tractor with towed accessories; Vibrator Compactor; Vibro Tamp; Well Point.

CLASS D: Compressor (any size, but subject to other provisions for compressors), Dust Collectors, Generator, Welding machines (three or less of any type or combination); Concrete Mixer (16' and under); Concrete Saw (self-propelled); Form Tamper; Mulching Machine; Power Heaterman; Pumps (regardless of motive power no more than 3 in number not to exceed 12" in total capacity); Revinus Widener; Steam Cleaner; Tractor.



CLASS E: Junior Engineer/Oiler

Per hour:	07/01/2023	07/01/2024	07/01/2025
CLASS A	\$ 37.40	\$ 39.27	\$ 41.26
CLASS B	36.93	38.80	40.79
CLASS C	36.24	38.11	40.10
CLASS D	32.75	34.62	36.61
CLASS E	31.52	33.39	35.38

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 33.05	\$ 34.15	\$ 35.26
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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

7-158-832BEX

**Operating Engineer - Heavy&Highway**

**01/01/2024**

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT 7**

**ENTIRE COUNTIES**

Allegany, Chemung, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates

**PARTIAL COUNTIES**

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**

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: Cranes, All types\* (Boom Truck, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Crane (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; Boom Truck; Bulldozer (being operated with active GPS); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker\*; Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Crane\*; Derricks\*; Directional Boring/Drilling Machine; Dragline\*; 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; Overhead Crane\* (gantry or straddle type); Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler (over 105 h.p.); Pile Driver\*; Power Grader; Quad 9; Quarry Master (or equivalent); Scraper; Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck Crane\*; 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-Excavator (under 18,000lbs); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler (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); 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; Gunite Machine; Hammers (hydraulic self-propelled); Heaters\*\*; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants\*\*; Mulching Machine; Oiler; 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); 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:	07/01/2023	07/01/2024	07/01/2025
CLASS A1*	\$ 53.67	\$ 55.96	\$ 58.38
CLASS A	50.67	52.96	55.38
CLASS B	49.97	52.25	54.68
CLASS C	47.11	49.39	51.81

**(\*) TONNAGE PREMIUMS:**

- 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

- 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.

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.

NOTE - The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to June 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four (4), Ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 33.83	\$ 34.93	\$ 36.03
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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 a holiday falls on Sunday, it will be celebrated on Monday.

**REGISTERED APPRENTICES**

WAGES: (1000) hour terms at the following percentage of Journeyman'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 Journeyman.

7-158-832H

**Operating Engineer - Marine Dredging**

**01/01/2024**

**JOB DESCRIPTION** Operating Engineer - Marine Dredging

**DISTRICT 4**

**ENTIRE COUNTIES**

Albany, Bronx, Cayuga, Clinton, Columbia, Dutchess, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Orange, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

**WAGES**

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2023	10/01/2023
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 43.94	\$ 45.26
CLASS A2 Crane Operator (360 swing)	39.16	40.33
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	38.00	39.14
CLASS B2 Certified Welder	35.77	36.84
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	34.79	35.83
CLASS C2 Boat Operator	33.67	34.68
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	27.97	28.81

**SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	\$ 11.85 plus 6% of straight time wage, Overtime hours add \$ 0.63	\$ 12.00 plus 6% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50	\$ 11.75 plus 6% of straight time wage, Overtime hours add \$ 0.50

All Class D	\$ 11.35 plus 6% of straight time wage, Overtime hours add \$ 0.38	\$ 11.60 plus 6% of straight time wage, Overtime hours add \$ 0.50
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**OVERTIME PAY**  
 See (B2, F, R) on OVERTIME PAGE

**HOLIDAY**  
 Paid: See (1) on HOLIDAY PAGE  
 Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarDredge

**Operating Engineer - Survey Crew** **01/01/2024**

**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.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work  
 Additional \$2.50/hr. for Hazardous Work Site

**SUPPLEMENTAL BENEFITS**  
 Per hour worked:

Journeyman	\$ 28.90
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**OVERTIME PAY**  
 See (B, E, P, \*X) on OVERTIME PAGE  
 \*Note: \$24.60/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:

07/01/2023

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	23.70 / " 19.95

2001-3000 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

**Operating Engineer - Survey Crew - Consulting Engineer** **01/01/2024**

**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, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

**PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

**WAGES**

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour:

**SURVEY CLASSIFICATIONS:**

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2023

Party Chief	\$ 48.97
Instrument Person	44.99
Rod Person	33.37

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 28.90
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**OVERTIME PAY**

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

\*Note: \$24.10/Hr. Only for "ALL" premium hours paid when worked.

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**REGISTERED APPRENTICES**

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2023

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 20.68 / PHP \$17.53
1001-2000	\$ 23.70 / " 19.95
2001-3000	\$ 26.73 / " 22.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

**Operating Engineer - Tunnel** **01/01/2024**

**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 Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors ((any size, but subject to other provisions for compressors), Dust Collectors, Generators, Pumps, Welding Machines, Light Plants (3 or less or any type or combination)); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2023	07/01/2024	07/01/2025
CLASS A	\$ 53.52	\$ 55.91	\$ 58.44
CLASS B	52.30	54.69	57.22
CLASS C	49.51	51.90	54.43
CLASS D	46.50	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. Fringe benefits will be paid at the hourly wage premium.

**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	\$ 57.52	\$ 59.91	\$ 62.44
Crane 2	56.52	58.91	61.44
Crane 3	55.52	57.91	60.44

**SUPPLEMENTAL BENEFITS**

Per hour:	\$ 24.20	\$ 25.05	\$ 25.90
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+ 9.60\*    + 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

If a holiday falls on Sunday, it shall be observed on Monday.

**REGISTERED APPRENTICES**

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman.

7-158-832TL.

**Painter**

**01/01/2024**

**JOB DESCRIPTION** Painter

**DISTRICT 5**

**ENTIRE COUNTIES**

Monroe, Wayne, Yates

**PARTIAL COUNTIES**

Livingston: Only the Townships of Geneseo, Conesus, Caledonia, York, Avon, Lima, Leicester, Livonia, Mount Morris and Groveland.  
 Ontario: Entire county except the Township and City of Geneva.

**WAGES**

Per hour 07/01/2023

Base	\$ 26.32
Spray	26.92
Sandblast	27.07
Wall Covering	26.62
Drywall:Taper-Finisher	27.56

NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	
Taper-Finisher	\$ 25.09
Journeyman All others	25.28

**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**

Apprentices - Painter/Decorator:750 hour terms:

1A	1B	2A	2B	3A	3B	4A	4B
\$ 17.00	\$ 18.00	\$ 19.00	\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00	\$ 24.00

Apprentices - Taper/Drywall: 750 hour terms:

1A	1B	2A	2B	3A	3B
----	----	----	----	----	----

\$ 18.25      \$ 19.25      \$ 20.25      \$ 21.25      \$ 22.25      \$ 23.25

Supplemental Benefits per hour:

**Painter**

1A	\$4.25
1B	4.50
2A	4.75
2B	5.00
3A	5.25
3B	5.50
4A	5.75
4B	6.00

**Drywall: Taper-Finisher**

1A	\$6.45
1B	7.20
2A	7.95
2B	8.70
3A	9.45
3B	10.20

5-150

**Painter** **01/01/2024**

**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: 07/01/2023

Bridge	\$ 42.06
Tunnel	42.06
Tank*	40.06

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.

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: \$ 30.89

**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 percentage of Journeyman's wage rate:

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
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\$ 6.60      \$ 6.95      \$ 7.30      \$ 7.65      \$ 8.00      \$ 8.35

3-4-Bridge, Tunnel, Tank

**Painter - Metal Polisher** **01/01/2024**

**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**

	07/01/2023
Metal Polisher	\$ 38.18
Metal Polisher*	39.28
Metal Polisher**	42.18

\*Note: Applies on New Construction & complete renovation

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

**SUPPLEMENTAL BENEFITS**

Per Hour: 07/01/2023

Journeyworker:  
 All classification \$ 12.34

**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:

	07/01/2023
1st year	\$ 16.00
2nd year	17.00
3rd year	18.00
1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54
1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

\*Note: Applies on New Construction & complete renovation

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

Supplemental benefits:

Per hour:

1st year	\$ 8.69
2nd year	8.69
3rd year	8.69

8-8A/28A-MP

**Plumber** **01/01/2024**

**JOB DESCRIPTION** Plumber

**DISTRICT** 5

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Yates

**PARTIAL COUNTIES**

**Allegany:** Only the Townships of Alfred, Almond, Andover, Birdsall, Burns, Grove, Independence, that portion of Scio which lies east of RT. 19, Ward, Wellsville, W. Almond and Willing  
**Genesee:** Only the Townships of Bergen, Bethany, Byron, Leroy, Pavillion and Stafford.  
**Orleans:** Only the Townships of Albion, Barre, Carlton, Clarendon, Gaines, Kendall and Murray.  
**Seneca:** Only the Townships of Fayette, Junius, Ovid, Romulus, Seneca Falls, Tyre, Varick and Waterloo.  
**Steuben:** Only the Townships of Avoca, Cameron, Canisteo, Cohocton, Dansville, N. Dansville, Freemont, Greenwood, Hartsville, City of Hornell, Hornelsville, Howard, Jasper, Pulteney, Prattsburg, Rathbone, Troopsburg, Tuscarora, W. Union, Wayland, Wheeler and Woodhull.  
**Wayne:** Only the Townships of Arcadia (Newark), Galen (Clyde), Huron, Macedon, Marion, Lyons, Ontario, Palmyra, Rose, Sodus, Walworth and Williamson.

**WAGES**

Per hour	07/01/2023	05/01/2024 Additional \$ 1.50
Plumber	\$ 37.38	
Steamfitter	37.38	

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman	\$ 26.03
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NOTE-\$ 4.00 of this amount must be paid at the same premium as the wage for overtime hours.

**OVERTIME PAY**

Site work & New const. See (B\*, E,E2,Q)on OVERTIME PAGE.

All other work See ( B\*, E, Q )on OVERTIME PAGE.

\*Time and one half for work on the day after Thanksgiving.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

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

1st.	2nd.	3rd.	4th.	5th.
45%	50%	59%	66%	75%

Supplemental Benefits per hour:

1st year	\$ 8.00
2nd year	10.57 *
3rd year	11.69**
4th year	12.75***
5th year	14.75****

\*NOTE-2nd year \$0.75 of this amount must be paid at the same premium as the wage for overtime hours.

\*\*NOTE-3rd year \$1.00 of this amount must be paid at the same premium as the wage for overtime hours.

\*\*\*NOTE-4th year \$1.35 of this amount must be paid at the same premium as the wage for overtime hours.

\*\*\*\*NOTE-5th year \$2.40 of this amount must be paid at the same premium as the wage for overtime hours.

5-13-SF

**Roofer** **01/01/2024**

**JOB DESCRIPTION** Roofer **DISTRICT 5**

**ENTIRE COUNTIES**  
 Livingston, Monroe, Ontario, Wayne, Yates

**WAGES**

Per hour: 07/01/2023

Roofer	\$ 32.54*
Waterproofer	32.54*

\*When working on a roofing project requiring an individual to be a Licensed Asbestos Handler:  
 Add \$3.00 to base rate when Licensed Asbestos Handler is doing removal.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 23.86

**OVERTIME PAY**

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

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

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

**REGISTERED APPRENTICES**

1000 hour terms:

1st.	2nd.	3rd.	4th.
\$ 20.00	\$ 21.00	\$ 22.00	\$ 23.00

Supplemental Benefits per hour for apprentices:

1st term	\$ 11.24
2nd term	16.74
3rd term	17.24
4th term	17.74

5-22

**Sheetmetal Worker** **01/01/2024**

**JOB DESCRIPTION** Sheetmetal Worker

**DISTRICT** 5

**ENTIRE COUNTIES**

Livingston, Monroe, Ontario, Seneca, Wayne, Yates

**WAGES**

Per hour 07/01/2023

Sheetmetal Worker	\$ 36.07
Work from 4:00pm to 12:30am**	41.12
Work from 12:00am to 8:30am**	43.28

To include metal standing seam roofing, flashing and gravel stop.

\*\*Applies when shift work is mandated either in the job specification or by the contracting agency.

\*\* NOTE-The "Employer Registration" (30.1) use of a '4 Day/10 Hour Work schedules' will no longer be accepted or processed. All registered projects prior to JUNE 30, 2023 will expire within the granted time frame.

For Pre-Registered Projects Four(4),Ten(10)hour days may be worked at straight time during a week Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day. For further clarification contact your local Bureau Office.

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 28.26

**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**

(1) year terms at the following rates.

1st.	2nd.	3rd.	4th.	5th.
16.83	19.32	21.36	24.70	29.03

Supplemental Benefits per hour:

1st.	2nd.	3rd.	4th.	5th.
\$ 11.45	\$ 14.79	\$ 17.94	\$ 19.78	\$ 23.23

5-46

**Sprinkler Fitter** **01/01/2024**

**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 07/01/2023

Sprinkler \$ 40.04  
 Fitter

**SUPPLEMENTAL BENEFITS**

Per hour

Journeyman \$ 28.24

**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
\$ 19.15	\$ 21.28	\$ 23.16	\$ 25.29	\$ 27.41	\$ 29.54	\$ 31.67	\$ 33.80	\$ 35.93	\$ 38.05

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.74	\$ 8.74	\$ 20.32	\$ 20.32	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57	\$ 20.57

1-669

**Teamster - Building / Heavy&Highway**

**01/01/2024**

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway

**DISTRICT 7**

**ENTIRE COUNTIES**

Chemung, Livingston, Monroe, Ontario, Schuyler, Wayne

**PARTIAL COUNTIES**

Genesee: Only in the townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavilion, Leroy, Stafford, and Bergen.

Orleans: Only in the townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.

Steuben: Only the Townships of: Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Howard, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, and Woodhull.

Tioga: Only from Nichols/Smithboro towards the City of Elmira (west).

Wyoming: Only in the townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Ganesville, Perry, Warsaw, Middlebury, Covington, and Pike.

**WAGES**

\*NOTE - THIS RATE APPLIES ONLY TO MILLING OPERATIONS (ASPHALT or CONCRETE) WHEN MATERIALS ARE TO BE REMOVED FROM THE PROJECT SITE.

Per hour: 07/01/2023

Teamster - Mill Rate \$ 22.64

**SUPPLEMENTAL BENEFITS**

Per hour:

Journeyman \$ 12.70

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

**Teamster - Building / Heavy&Highway** **01/01/2024**

**JOB DESCRIPTION** Teamster - Building / Heavy&Highway **DISTRICT 7**

**ENTIRE COUNTIES**  
Chemung, Livingston, Monroe, Ontario, Schuyler, Wayne

**PARTIAL COUNTIES**  
Genesee: Only in the townships of Oakfield, Elba, Batavia, Byron, Alexander, Bethany, Pavilion, Leroy, Stafford, and Bergen.  
Orleans: Only in the townships of Gaines, Carlton, Barre, Kendall, Murray, Clarendon, and Albion.  
Steuben: Only the Townships of: Addison, Avoca, Bath, Bradford, Cameron, Campbell, Caton, Corning, Erwin, Hornby, Howard, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana, Wayland, Wayne, Wheeler, and Woodhull.  
Tioga: Only from Nichols/Smithboro towards the City of Elmira (west).  
Wyoming: Only in the townships of Attica, Orangeville, Wethersfield, Eagle, Genesee Falls, Castile, Ganesville, Perry, Warsaw, Middlebury, Covington, and Pike.

**WAGES**  
GROUP #1: Warehousemen\*, Yardmen\*, Truck helpers, Pickups, Panel trucks, Flatboy material trucks (straight jobs), Single Axle dump trucks, Dumpsters, Material Checkers/Receivers\*, Greasers, Tiremen, Mechanics Helpers/Parts Chasers.  
GROUP #2: Tandems and Batch Trucks, Mechanics.  
GROUP #3: Semi-trailers, Low-Boy trucks, Asphalt distributor trucks, and Agitator, Mixer trucks and Dumpcrete type vehicles, Truck mechanic, Fuel trucks.  
GROUP #4: Articulated off-road material hauler, Specialized earth moving equipment, Euclid type, or similar off-highway equipment, where not self-loaded, 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-loaded.

\*NOTE - Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

Per hour:	07/01/2023
GROUP #1	\$ 26.78
GROUP #2	26.83
GROUP #3	26.88
GROUP #4	27.03
GROUP #5	27.18

Additional \$1.50 per hour for hazardous waste removal work on a City, County, State and/or Federal Designated waste site and regulations require employee to use or wear personal protection.

**SUPPLEMENTAL BENEFITS**  
Per hour:  
  
Journeyman \$ 26.37

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

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

**Welder** **01/01/2024**

**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 07/01/2023

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**



## 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 where WCB is listed as the "Agency", please call 1-866-546-9322**



**NYS DOL Bureau of Public Work Debarment List 01/09/2024**

**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	****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
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 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	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	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL	****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	****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	DOL	****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

**NYSDOL Bureau of Public Work Debarment List 01/09/2024**

**Article 8**

DOL	NYC		CHARLES ZAHRADKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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	****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		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		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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	NYC	****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	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		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA	****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
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		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	DOL	****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
DOL	DOL		J.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



**NYS DOL Bureau of Public Work Debarment List 01/09/2024**

**Article 8**

DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
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		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	DOL		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

**NYS DOL Bureau of Public Work Debarment List 01/09/2024**

**Article 8**

DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
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	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL	****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024

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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
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 CONSTRUCTION, INC.	444 SCHANTZ ROAD ALLEN TOWN 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	****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 BISSE SAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		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	****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026

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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
DOL	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL	****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	NYC	****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DOL	****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC	****3661	SPANIER BUILDING MAINTENANCE CORP		200 OAK DRIVE SYOSSET NY 11791	03/14/2022	03/14/2027
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
DOL	DOL	****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	****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		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

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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		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
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	****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
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
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		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

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