DRAFT

PROJECT MANUAL

TOWN OF GARDINER
SEWER DISTRICT No. 1

WASTEWATER TREATMENT PLANT
2026 IMPROVEMENTS

CONTRACT No: **26-002**

OWNER: **Town of Gardiner Sewer District No. 1**
Gardiner Town Hall
2340 State route 44/55
Gardiner, NY 12525

PROJECT LOCATION: **215 Farmer Turnpike, Gardiner, NY, 12525**

DATE: **July 31, 2026**

PREPARED BY:

RENNIA ENGINEERING DESIGN, PLLC
CIVIL ▪ ENVIRONMENTAL ▪ STRUCTURAL

6 Dover Village Plaza, Suite 5,P.O. Box 400,Dover Plains, NY12522
Tel: (845) 877-0555 Fax: (845) 877-0556

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DIVISION 0

BIDDING AND CONTRACT REQUIREMENTS

Town of Gardiner

Advertisement for Bids

Notice is hereby given that sealed bids will be received by the Town of Gardiner (the Owner), for the Wastewater Treatment Plant 2026 Improvements Project. Bids will be received at the Town of Gardiner Town Hall, 2340 State Route 44/55, Gardiner, NY 12525 until Monday, August 31, 2026, at 3:00 p.m. for the General Construction work contract #26-002. Bids properly received and identified will be opened publicly and read aloud shortly after the time due.

Contract(s) Being Bid
Separate bids, which will comply with the Bidding Documents, will be received for the following Scopes of Work:

Contract No. 26-002: Gardiner Wastewater Treatment Plant Improvements - General Construction Contract

The Town of Gardiner invites the submission of separate sealed bid proposals for the Wastewater Treatment Plant 2026 Improvements Construction Project.

Time is of the Essence:
The contract shall be completed by the following date:
Contract #26-002: by October 30, 2026.

Bidding Documents
Bidding documents for the proposed work were prepared by the engineering firm, Rennia Engineering Design, PLLC, Dover Plains, NY 12522. The Bidding and Contract Documents for this Project are available for viewing and downloading by contacting the Town Clerk, Town of Gardiner**,** upon providing a valid email address, name, address, and telephone number of Company, and name of individual making request.

Prebid Meeting
The Owner & Engineer to the Town will conduct a pre-bid meeting and site visit on Tuesday, August 18, 2026 at 2:00 PM local time at the Gardiner Wastewater Treatment Plant Site, 215 Farmer's Turnpike, Gardiner, NY 12525. Each contractor is strongly encouraged to visit the site to assess existing conditions and scope of work prior to the Bid opening date, as scheduled. Each Contractor shall submit an affidavit stating that the existing site has been examined to accompany the Bid submission. All contractor questions shall be directed to the office of the Engineer, in writing.

Manner of Bids Submitted: Bids shall be made on standard proposal forms furnished in the bid documents in the manner designated there, and required by the specifications, shall be enclosed in sealed envelopes, clearly marked on the outside with the following information:

1. **Bid Proposal for Gardiner Wastewater Treatment Plant 2026 Improvements, Contract No. _.**
2. The name and address of the bidder;

The Contract Number(s) and Branch(es) of Work, as identified above for which the Bid is submitted, must be accompanied by the following in duplicate: (one original/one copy).

1. Bid Form.
2. A Non-Collusion Affidavit.
3. Bid Bond
4. Statement of Site Visit.

Upon submission of Bid, it is understood that the Bidder has read, fully understands, and will comply with the requirements of the Bid Documents.

Applicable Law Governing Public Building Construction
The requirements of New York State Labor Law, Article 8 (Section 220-223) and Article 9 (Section 230-239).

No bid may be withdrawn for a period of forty-five (45) days after the date set for the opening except with the express written approval of the Owner.

PROJECT FUNDING
Bidder is advised that part of the financing for this contract will be provided by the American Rescue Plan Act ("ARPA Funds"). A copy of the ARPA document, "ARPA Contract Requirements", is included in the project documents. This document contains terms and conditions that the contractor or vendor, as a contractor of Town of Gardiner, shall comply with. Requirements for Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (MWBE) Programs; Requirements of the Federal Davis Bacon Related Acts (DBRA); Contract Work Hours and Safety Standards Act (CWHSSA); Clean Air Act and Federal Water Pollution Control Act; Byrd Anti-Lobbying Amendment; Domestic Preferences for Procurements; and Required Forms.

Bidder is advised that part of the financing for this contract will be provided by the State and Municipal Facilities Program (SAM). Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, NYS is required to promote opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") and the employment of minority group members and women in the performance of NYS funded contracts. All bidd ers are expected to make "good faith efforts" to promote and assist in the participation of MWBEs on the Contract for the provision of services and materials.

Owner's Disclaimer/Owner's Discretion to Accept or Reject Bids:

The Owner assumes no responsibility, whatsoever, in connection with any defects arising out of the Bidding Documents or the receipt or failure to receive Bids, including those which may arise from delay for any reason, in obtaining or submitting the Bidding Documents, including but not limited to, traffic delay, messengering, mis-labeling, mis-directions from any source, mis-delivery, or otherwise.

Any Bid, which does not fulfill the material requirements of the Bidding Documents will be rejected. When it is in its best interest to do so, the Owner may award the Contract in whole or in part, select any combination of Bids, or may waive any informalities in or reject any or all Bids.

Statement of Equality

The Town of Gardiner hereby notifies all Bidders that it will affirmatively insure that in regards to any Contract entered into pursuant to this advertisement, minority business enterprises will be afforded full opportunity to submit Bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

By Order of the Town Board
Town of Gardiner

Julia Hansen, Town Clerk

SECTION 00020
PRE-BID CONFERENCE

The Town of Gardiner, is accepting bid proposals for the Wastewater Treatment Plant 2026 Improvements Project.

The Owner and the Engineer to the Town will conduct a pre-bid meeting and site visit on Tuesday, August 18, 2026 at 2:00 PM local time at the Gardiner Wastewater Treatment Plant Site, 215 Farmer's Turnpike, Gardiner, NY 12525. Each contractor is strongly encouraged to visit the site to assess existing conditions and scope of work prior to the Bid opening date, as scheduled. Each Contractor shall submit an affidavit stating that the existing site has been examined to accompany the Bid submission. All contractor questions shall be directed to the office of the Engineer, in writing.

All bidders must provide their own equipment. All field measurements and inspections shall be conducted at the time of the pre-bid conference or by appointment only.

It shall be the bidder's responsibility to verify all site conditions and include in bid all costs associated with modifications or relocation of existing equipment, utilities, site improvements or building components in conflict with the proposed work.

Each Contractor shall submit an affidavit, stating that they have completely reviewed the site, verified existing conditions and included in their bid all costs required for a complete project, to accompany the Bid submission.

SECTION 00021

BIDDER'S AFFIDAVIT FOR SITE INSPECTION

The undersigned certifies, to the best of the undersigned's knowledge and belief, that:

This Company/Firm, through its authorized representative, has conducted the inspection of the site of the project: Town of Gardiner, Wastewater Treatment Plant 2026 Improvements Project located at 215 Farmer's Turnpike, Gardiner, NY 12525 prior to providing its bid to the Town of Gardiner for the construction of this project, in connection with our desire to participate in the bidding of the above project; and we have gathered all data to ascertain; proposed building location, site work area constraints, site access, active nature of the site, and permanent connections to the tapping points for all utility lines (that are contained within the contract being bid on) to fulfill the requirements of our bid.

This Company/Firm has completely reviewed the site, verified existing conditions and included in our bid all costs required for a complete project.

Signature:

NAME OF BIDDER

_____
(Legal Name of Person, Partnership, or Corporation)

PRINT: AUTHORIZED REPRESENTIVE NAME & TITLE:

_____

AUTHORIZED REPRESENTIVE SIGNATURE:

_____

DATE:_____

SECTION 00100
INSTRUCTIONS TO BIDDERS

1. Components of Bid Package

Contained herein are the components of the bid package for Wastewater Treatment Plant 2026 Improvements Project. The Contractor will take notice, review and complete these components in order to offer a bid for the work.

The components generally consist of the following:

- Division 0 – Bidding and Contract Requirements
- Division 1 – General Requirement Specifications
- Division 2 – Technical Specifications
- Construction Drawings

2. Scope of Work

The scope of work generally includes the following:

Contract No. 26-002: Gardiner Wastewater Treatment Plant 2026 Improvements - General Construction Contract

See section 01010 Summary of Work for further detail.

3. Qualifications of Bidders

To determine the apparent low bidder, the three (3) apparent low bids shall be evaluated based upon complete project costs. The award will be made to the lowest responsible bidder meeting specifications. In the event substitutions are made, the Owner shall be the sole judge as to the acceptability of the proposed substitution.

The law requires that contracts for public work in the State of New York be awarded to the lowest responsible bidder as will promote the public interest. In order to assist the Owner in determining whether the apparent low bidder meets this standard, the Owner reserves the right to require the apparent low bidder to submit the following:

To furnish the Owner within 5 calendar days from the date of the request, a statement containing the following:

(a) a description (including project name, location and owner) of any competitively bid project on which the bidder submitted the low bid but was not awarded a contract, within the previous five (5) years,

(b) a current detailed financial statement showing assets (including a list of equipment owned by the bidder), liabilities and net worth, net total billings and average backlogs of uncompleted work on outstanding contracts for each of the previous three (3) years,

(c) a list of the officers and principals of the bidder's legal entity, and a list of all subsidiary or affiliated companies in which the bidder's principals have any financial interest,

(d) a list of the number of full-time personnel of the bidder and a description of

the construction experience of the bidder's principals and supervisory personnel,

(e) a description of any projects which the bidder or his predecessors failed to complete or any litigation in which the bidder has been involved in the previous three (3) years, including a list of project names, locations and owners,

(f) a list and description of all contracts completed by the bidder within the previous three (3) years,

(g) a list of at least three (3) project references (including project names, locations, owners, contact persons and telephone numbers) which included work similar in scope, complexity, and construction value as this proposed project, and

(h) a list and description of the status of all uncompleted contracts of the bidder.

(i) a list and description of each subcontractor intended to be used for this contract.

4. Preparation of Bids

Bidders shall familiarize themselves with all provisions of the specifications and shall not at any time after submitting bid, dispute any of the specifications or assert that there was any misunderstanding in regard to the furnishing and delivering of the items called for in the proposal.

Prepare the bid on the official Bid Form and Bid Sheet included in these documents. Fill in all blank spaces legibly. The Bid Form must contain an original signature. The bids shall include all other forms and certificates included in the Bidding Documents, completed and signed in compliance with the provisions of the NYS General Municipal Law. Failure to sign and give all information requested may result in the bid being rejected as non-responsive.

5. Visit to the Site

The bid shall be regarded as having been made with full knowledge of conditions and requirements. Accordingly, the contractor shall visit the premises prior to the time of submitting the bid and inspect and give consideration to the conditions under which the work is to be performed.

6. New York State Department of Labor Requirements

In accordance with Section 220-i(6) of the New York State Labor Law all contractors shall register with the New York State Department of Labor (NYSDOL) before bidding on public works contracts.

Certificate Submission at Bidding: All Prime Contractors are required to submit a valid certificate of registration with their bid.

Subcontractor Registration: Subcontractors shall be registered with the DOL prior to commencing work on public works projects.

Contractors need to register before submitting any new bids or commencing new work on a covered project on or after December 30, 2024. Subcontractors need to register before commencing new work on a covered project on or after December 30, 2024. During this period of transition, the Town retains the right to waive any irregularities with certificates issued by NYSDOL. Additionally, should any contractor be waiting on NYSDOL to issue a certificate it is requested that they provide the Town with proof of registration at the time of bid. In any such case no contract will be awarded to any contractor without an approved Certificate of Registration.

Failure to submit such documents will result in the bid being rejected due to noncompliance with the New York State Labor Law.

7. Project Supervision

The Contractor shall designate in writing a competent supervisor for the work to represent the Contractor at the site at all times with authority to act for him and who can communicate effectively with the Owner's representative. All directions given the contractor's representative shall be as binding as if given to the Contractor. The work may be suspended by the Engineer in whole or in part, if the contractor has no such representative on site. The representative shall keep on site copies of the plans and specifications and shall have full authority to supply material and labor as required.

8. Contract Period

TIME IS OF THE ESSENCE in this contract. All contract work shall be completed by the following dates unless otherwise negotiated with the Owner:

Contract: #26-002: by October 30, 2026

9. Basis of Payment

The contractor will be paid on a lump sum cost basis. The applications should preferably be made on originals of AIA forms, or equivalent forms may be used. All other supporting documentation shall also be on originals of the AIA forms or equivalent forms.

10. Insurance

The Contractor will be required to provide certificates of insurance as outlined in the General Conditions section of this document.

11. Governing Laws and Regulations

The bidder shall comply with the contract requirements for labor laws, labor safety, OSHA requirements, labor rates, labor standards, and non-discrimination. The bidder's attention is directed to the fact that all applicable state laws, municipal ordinances, and the rules and regulations of all authorities having jurisdiction over the project shall apply to the contract.

The Town of Gardiner is an exempt organization under the Tax Laws and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and cities and counties of the State for all materials which are to be incorporated into the construction, pursuant to the provisions of the contract. These are not to be included in the bid. However, this is not to be construed by bidders as relieving them from any obligation to pay a sales tax on applicable items pursuant to terms of the present Sales Tax Law.

12. Addenda and Interpretations

Any discrepancies or omissions found in the drawings or specifications shall be brought to the attention of the Engineer, Rennia Engineering Design. No interpretation of the meaning of the drawings, specifications, or other contract documents will be made to any bidder orally. Prospective bidders must request in writing such interpretation from the Engineer and such interpretation will be given in writing. To be given consideration, such request must be received at least two (2) working days prior to the date fixed for the opening of the bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda which, if issued, will be sent by facsimile, to all prospective bidders (at the respective numbers furnished for such purposes) not later than one (1) working day prior to the date fixed for the opening of the bids.

Any addendum to the bid documents issued before or during the time of bidding shall be included in the bid and become part of the contract. Failure to include signed copies of the addendum with the bid shall be considered sufficient grounds for rejection of the bid.

13. Bid Security

As assurance that the bid is made in good faith, the bid must be accompanied by:

(a) A certified check drawn on a solvent bank or trust company with its principal place of business in New York State, in an amount equal to five percent (5%) of the amount bid and made payable to the Town of Gardiner; or,

(b) A bond issued by a surety authorized to do business in New York State, and approved by the Owner's attorney, in an amount equal to five percent (5%) of the amount bid.

14. Equivalency Clause

"Or equal" is understood to apply for all items where the specifications state a brand name, trade name, catalog reference, or patented commodity as a reference. References to such specific commodities are intended as descriptive, not restrictive.

15. Subcontractors

The bidder is specifically advised that any persons, firm or other party to whom it is proposed to award a subcontract under this agreement shall be made known and acceptable to the Town of Gardiner prior to the bid award. Subcontract will not be accepted by the Town of Gardiner, if deemed not in the best interest of the Town of Gardiner.

16. Disqualification of Bidders

Bidders shall be disqualified and their bids not considered for any of the following specific reasons:

1. Reasonable grounds for believing that any bidder is interested in more than one (1) bid for the work contemplated.
2. The bidder being involved in any litigation against the Town of Gardiner.
3. The bidder being in arrears on any existing contract or having defaulted on a previous contract.

4. The bidder having a history of citations or job stoppage by regulatory agencies for non-compliance.

17. Agreement

The submission of a bid by any bidder shall constitute an agreement, warranty to the Town of Gardiner as follows:
1. That the bid is made in good faith and that the bidder shall furnish the required bonds and signed contract within five (5) working days after receipt of Notice of Award.

2. The failure or refusal to execute and deliver the bonds and contract required in five (5) working days after Notice of Award of this bid shall result in forfeiture of the security deposited with this bid.

18. Security for Faithful Performance

The successful bidder, simultaneously with the execution of the contract, shall submit (form AIA A312), a performance bond in the amount of one hundred percent (100%) of the contract price, as a guarantee that he/she shall well, truly and faithfully perform the duties, undertakings, covenants, terms, conditions and agreements of said contract during the original term thereof and any extensions thereof which may be granted by the Owner and during the one year guaranty period. The performance bond shall serve as security for the faithful performance of this contract.

19. Security for Faithful Payment

The successful bidder, simultaneously with the execution of the contract, shall submit (form AIA A312), a Labor and Material Payment Bond in the amount of one hundred percent (100%) of the contract price, as a guarantee that he/she will, truly and faithfully make payment of all persons performing labor and furnishing materials in connection with the contract. Said bond shall be issued by a surety company authorized to do business in the State of New York and approved by the Owner's attorney. Attorneys-in-fact who sign labor and material payment bonds must file with such bonds a certified copy of the power of attorney to sign such bonds.

20. Equal Employment Opportunity/ Disadvantaged / Minority/Women Business Enterprise Requirements

The Bidder is placed on notice that part of the financing for this contract will be provided by the American Rescue Plan Act (“ARPA Funds”). A copy of the ARPA document, “ARPA Contract Requirements”, is included in the project documents, see Section 1014. This document contains terms and conditions that the contractor or vendor, as a contractor of Town of Gardiner, shall comply with. Requirements for Equal Employment Opportunity (EEO) and Minority & Women Business Enterprise (MWBE) Programs; Requirements of the Federal Davis Bacon Related Acts (DBRA); Contract Work Hours and Safety Standards Act (CWHSSA); Clean Air Act and Federal Water Pollution Control Act; Byrd Anti-Lobbying Amendment; Domestic Preferences for Procurements; and Required Forms. **The successful bidder shall include with the Contract a fully executed ARPA Addendum Section and Certification Regarding Lobbying found in Section 1014.**

Bidder is advised that part of the financing for this contract will be provided by the State and Municipal Facilities Program (SAM). Pursuant to New York State Executive Law Article 15-A and the rules and regulations promulgated thereunder, NYS is required to promote

opportunities for the maximum feasible participation of New York State-certified Minority and Women-owned Business Enterprises (“MWBEs”) and the employment of minority group members and women in the performance of NYS funded contracts. All bidders are expected to make “good faith efforts” to promote and assist in the participation of MWBEs on the Contract for the provision of services and materials.

Only M/WBE firms certified by the NYS Empire Development Corporation are qualified to be used for credit in obtaining M/WBE goals.

NOTE: Additional requirements may be found in the General Conditions and Specifications annexed hereto.

- END OF SECTION -

SECTION 00200
BID FORM

Gardiner Sewer District #1
Wastewater Treatment Plant 2026 Improvements
CONTRACT No. 26-002

BID FROM (Bidder's Name): _____

ADDRESS: _____

_____

BIDDER'S TELEPHONE: _____

BIDDER'S EMAIL: _____

BID TO (Owner) : Town of Gardiner Sewer District No. 1
Gardiner Town Hall
2340 State Route 44/55

PROJECT TITLE: Wastewater Treatment Plant 2026 Improvements Project.

1. **Representations:** By making this proposal, the Bidder represents that:

The bidder (identified above) hereby certifies that they have examined and fully understands the requirements and intent of the BIDDING AND CONTRACT DOCUMENTS, including Drawings, Project Manual, and Addenda; and proposes to furnish all labor, material, and equipment necessary to provide a fully functioning system and to supply equipment on, or before, the dates specified in the Contract Documents for the BID sum of:

2. **Base Bid Proposal:**

Item	**Description**	**Total Cost**
1	Provide and Install two (2) new complete dechlorination structures, tablet feeders and associated piping, as per the design plans	
2	Remove & replace two (2) new tablet feeders to replace the existing table feeders in the existing chlorination chambers	
Base Bid Proposal in Figures (Total Items 1 – 2):		
Base Bid in words:		

Show amount of BASE BID in both Words and figures; in case of discrepancy between words and figures shown, the amount shown in words will govern.

3. **Addenda:** The bidder acknowledges receipt of the following Addenda:

   No._____ Dated _____ No._____ Dated _____

   No._____ Dated _____ No._____ Dated _____

4. **Alternate Bid Proposals:**

   NONE

5. **Time of Commencement and Completion:** TIME IS OF THE ESSENCE in this contract. The bidder agrees to complete the work by **October 30, 2026,** unless otherwise negotiated with the district.

6. **Rejection of proposals:** The bidder acknowledges that the Owner reserves the right to waive any informalities in, or to reject any or all proposals.

7. **Non-Collusive Bidding Certification:** 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 the penalty of perjury, that to the best of knowledge and belief:

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

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

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

8. **Certification:** The person signing this Bid or Proposal certifies that he/she has fully informed himself / herself regarding the accuracy of the statements contained in this certification and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the Bidder as well as to the person signing in its behalf.

9. **Execution of Contract:** If written notice of the acceptance of this BID is mailed, telegraphed, or otherwise delivered to the undersigned within (45) days after the date of opening of the bids, or any time thereafter, the undersigned will, within five (5) days after the receipt of the form of agreement, execute and deliver the contract.

10. **References:** All bidders are required to complete this form providing three references of past performance. References should involve projects and/or service situations of similar size and scope of this bid. References must have had dealings with the Bidder within the last thirty-six (36) months. The District reserves the right to contact any or all of the references supplied for an evaluation of past performance in order to establish the responsibility of the Bidder before the actual award of the bid and/or contract. Completion of the reference form is required.

1. REFERENCE'S NAME: _____

   ADDRESS:_____

   TELEPHONE: _____

   CONTACT PERSON: _____

2. REFERENCE'S NAME: _____

   ADDRESS:_____

   TELEPHONE:_____

   CONTACT PERSON: _____

3. REFERENCE'S NAME: _____

   ADDRESS:_____

   TELEPHONE: _____

   CONTACT PERSON: _____

11. Signature:

NAME OF BIDDER

_____

(Legal Name of Person, Partnership of Corporation)

PRINT: AUTHORIZED REPRESENTIVE NAME & TITLE:

_____

AUTHORIZED REPRESENTIVE SIGNATURE:

_____

DATE:_____

CERTIFICATION OF NON-COLLUSION BY BIDDER

No bid will be considered unless this Certification remains attached to and is submitted with the Bid

---

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

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

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

(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.

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

(4) The fact that a bidder (a) has published price lists, rates, or tariffs, covering items being procured, (b) has informed prospective customers of proposed or pending publication of new or revised price lists for such items, or (c) has sold the same items to other customers at the same prices being bid, does not constitute, without more, a disclosure within the meaning of subparagraph (1).

(5) Any bid hereafter made to any public authority or to any official of any public authority created by the State or any political subdivision, by a corporate bidder for work of services performed or to be performed or goods sold or to be sold where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in the lead paragraph of this section, shall be deemed to have been authorized by the board of directors of the bidder and such authorization shall be deemed to include the signing and submission of the bid and the inclusion therein of the certificate as to non-collusion as the act and deed of the corporation.

I affirm these statements under penalty of perjury.

BIDDER'S SIGNATURE: _____ DATE: _____

SECTION 00300
Contract Agreement

Contract No. 26-002: Gardiner Sewer District #1
Wastewater Treatment Plant 2026 Improvements
General Construction Contract

AIA Document A101-2017

AIA Document A101 – 2017 Exhibit A
Insurance and Bonds

DRAFT AIA® Document A101® – 2017 Exhibit A

Insurance and Bonds

This Insurance and Bonds Exhibit is part of the Agreement, between the Owner and the Contractor, dated the « » day of « » in the year « 2026 »
(In words, indicate day, month and year.)

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

« Town of Gardiner, Wastewater Treatment Plant 2026 Improvements»
« 215 Farmers Turnpike, Gardiner NY»

THE OWNER:
(Name, legal status and address)

« Town of Gardiner »
« 2340 State Route 44/55, Gardiner NY 12525 »

THE CONTRACTOR:
(Name, legal status and address)

« »« »
« »

TABLE OF ARTICLES

A.1 GENERAL

A.2 not used

A.3 **CONTRACTOR'S INSURANCE AND BONDS**

A.4 not used

ARTICLE A.1 GENERAL

The Owner and Contractor shall purchase and maintain insurance, and provide bonds, as set forth in this Exhibit. As used in this Exhibit, the term General Conditions refers to AIA Document A201™–2017, General Conditions of the Contract for Construction.

ARTICLE A.3 **CONTRACTOR'S** INSURANCE AND BONDS

§ A.3.1 General

§ A.3.1.1 Certificates of Insurance. The Contractor shall provide certificates of insurance acceptable to the Owner evidencing compliance with the requirements in this Article A.3 at the following times: (1) prior to commencement of the Work; (2) upon renewal or replacement of each required policy of insurance; and (3) upon the Owner's written request. An additional certificate evidencing continuation of commercial liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment and thereafter upon renewal or replacement of such coverage until the expiration of the periods required by Section A.3.2.1 and Section A.3.3.1. The certificates will show the Owner as an additional insured on the Contractor's Commercial General Liability and excess or umbrella liability policy or policies.

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

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

This document is intended to be used in conjunction with AIA Document A201®–2017, General Conditions of the Contract for Construction. Article 11 of A201®–2017 contains additional insurance provisions.

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§ A.3.1.2 Deductibles and Self-Insured Retentions. The Contractor shall disclose to the Owner any deductible or self-insured retentions applicable to any insurance required to be provided by the Contractor.

§ A.3.1.3 Additional Insured Obligations. To the fullest extent permitted by law, the Contractor shall cause the commercial general liability coverage to include (1) the Owner, the Architect, and the Architect's consultants as additional insureds for claims caused in whole or in part by the Contractor's negligent acts or omissions during the Contractor's operations; and (2) the Owner as an additional insured for claims caused in whole or in part by the Contractor's negligent acts or omissions for which loss occurs during completed operations. The additional insured coverage shall be primary and non-contributory to any of the Owner's general liability insurance policies and shall apply to both ongoing and completed operations. To the extent commercially available, the additional insured coverage shall be no less than that provided by Insurance Services Office, Inc. (ISO) forms CG 20 10 07 04, CG 20 37 07 04, and, with respect to the Architect and the Architect's consultants, CG 20 32 07 04.

§ A.3.2 Contractor's Required Insurance Coverage

§ A.3.2.1 The Contractor shall purchase and maintain the following types and limits of insurance from an insurance company or insurance companies lawfully authorized to issue insurance in the jurisdiction where the Project is located. The Contractor shall maintain the required insurance until the expiration of the period for correction of Work as set forth in Section 12.2.2 of the General Conditions, unless a different duration is stated below:
(If the Contractor is required to maintain insurance for a duration other than the expiration of the period for correction of Work, state the duration.)

« »

§ A.3.2.2 Commercial General Liability

§ A.3.2.2.1 Commercial General Liability insurance for the Project written on an occurrence form with policy limits of not less than « one million » ($ «1,000,000 ») each occurrence, « two million » ($ « 2,000,000 ») general aggregate, and « two million » ($ « 2,000,000 ») aggregate for products-completed operations hazard, providing coverage for claims including

.1 damages because of bodily injury, sickness or disease, including occupational sickness or disease, and death of any person;
.2 personal injury and advertising injury;
.3 damages because of physical damage to or destruction of tangible property, including the loss of use of such property;
.4 bodily injury or property damage arising out of completed operations; and
.5 the Contractor's indemnity obligations under Section 3.18 of the General Conditions.

§ A.3.2.2.2 The Contractor's Commercial General Liability policy under this Section A.3.2.2 shall not contain an exclusion or restriction of coverage for the following:

.1 Claims by one insured against another insured, if the exclusion or restriction is based solely on the fact that the claimant is an insured, and there would otherwise be coverage for the claim.
.2 Claims for property damage to the Contractor's Work arising out of the products-completed operations hazard where the damaged Work or the Work out of which the damage arises was performed by a Subcontractor.
.3 Claims for bodily injury other than to employees of the insured.
.4 Claims for indemnity under Section 3.18 of the General Conditions arising out of injury to employees of the insured.
.5 Claims or loss excluded under a prior work endorsement or other similar exclusionary language.
.6 Claims or loss due to physical damage under a prior injury endorsement or similar exclusionary language.
.7 Claims related to residential, multi-family, or other habitational projects, if the Work is to be performed on such a project.
.8 Claims related to roofing, if the Work involves roofing.
.9 Claims related to exterior insulation finish systems (EIFS), synthetic stucco or similar exterior coatings or surfaces, if the Work involves such coatings or surfaces.
.10 Claims related to earth subsidence or movement, where the Work involves such hazards.
.11 Claims related to explosion, collapse and underground hazards, where the Work involves such hazards.

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§ A.3.2.3 Automobile Liability covering vehicles owned, and non-owned vehicles used, by the Contractor, with policy limits of not less than « one million » ($ « 1,000,000 ») per accident, for bodily injury, death of any person, and property damage arising out of the ownership, maintenance and use of those motor vehicles along with any other statutorily required automobile coverage.

§ A.3.2.4 The Contractor may achieve the required limits and coverage for Commercial General Liability and Automobile Liability through a combination of primary and excess or umbrella liability insurance, provided such primary and excess or umbrella insurance policies result in the same or greater coverage as the coverages required under Section A.3.2.2 and A.3.2.3, and in no event shall any excess or umbrella liability insurance provide narrower coverage than the primary policy. The excess policy shall not require the exhaustion of the underlying limits only through the actual payment by the underlying insurers.

§ A.3.2.5 Workers' Compensation at statutory limits.

§ A.3.2.6 Employers' Liability with policy limits not less than «five hundred thousand » ($ «500,000 ») each accident, « five hundred thousand » ($ « 500,000 ») each employee, and «five hundred thousand » ($ «500,000 ») policy limit.

§ A.3.2.7 Umbrella/Excess Liability Coverage for the Project with policy limits of not less than Five million ($5,000,000).

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SECTION 00400
GENERAL CONDITIONS

Contract No. 26-002: Gardiner Wastewater Treatment Plant 2026 Improvements
General Construction Contract

AIA Document A201-2017

DRAFT

AIA® Document A201® – 2017

General Conditions of the Contract for Construction

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

« Town of Gardiner
« Wastewater Treatment Plant 2026 Improvements»

THE OWNER:
(Name, legal status and address)

« Town of Gardiner »
« 2340 State Route 44/55, Gardiner, NY 12525 »

THE ARCHITECT:
(Name, legal status and address)

« »« »
« »

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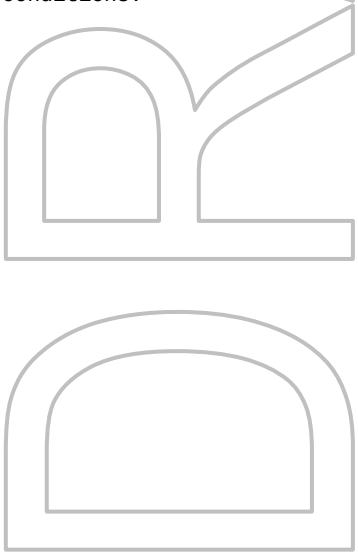

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ARTICLE 1 GENERAL PROVISIONS

§ 1.1 Basic Definitions

§ 1.1.1 The Contract Documents

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

§ 1.1.2 The Contract

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

§ 1.1.3 The Work

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

§ 1.1.4 The Project

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

§ 1.1.5 The Drawings

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

§ 1.1.6 The Specifications

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

§ 1.1.7 Instruments of Service

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

§ 1.1.8 Initial Decision Maker

The Initial Decision Maker is the person identified in the Agreement to render initial decisions on Claims in accordance with Section 15.2. The Initial Decision Maker shall not show partiality to the Owner or Contractor and shall not be liable for results of interpretations or decisions rendered in good faith.

§ 1.2 Correlation and Intent of the Contract Documents

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

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§ 1.2.1.1 The invalidity of any provision of the Contract Documents shall not invalidate the Contract or its remaining provisions. If it is determined that any provision of the Contract Documents violates any law, or is otherwise invalid or unenforceable, then that provision shall be revised to the extent necessary to make that provision legal and enforceable. In such case the Contract Documents shall be construed, to the fullest extent permitted by law, to give effect to the parties' intentions and purposes in executing the Contract.

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

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

§ 1.3 Capitalization

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

§ 1.4 Interpretation

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

§ 1.5 Ownership and Use of Drawings, Specifications, and Other Instruments of Service

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

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors, and suppliers are authorized to use and reproduce the Instruments of Service provided to them, subject to any protocols established pursuant to Sections 1.7 and 1.8, solely and exclusively for execution of the Work. All copies made under this authorization shall bear the copyright notice, if any, shown on the Instruments of Service. The Contractor, Subcontractors, Sub-subcontractors, and suppliers may not use the Instruments of Service on other projects or for additions to the Project outside the scope of the Work without the specific written consent of the Owner, Architect, and the Architect's consultants.

§ 1.6 Notice

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

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

§ 1.7 Digital Data Use and Transmission

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

§ 1.8 Building Information Models Use and Reliance

Any use of, or reliance on, all or a portion of a building information model without agreement to protocols governing the use of, and reliance on, the information contained in the model and without having those protocols set forth in AIA Document E203™–2013, Building Information Modeling and Digital Data Exhibit, and the requisite AIA Document

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G202™–2013, Project Building Information Modeling Protocol Form, shall be at the using or relying party's sole risk and without liability to the other party and its contractors or consultants, the authors of, or contributors to, the building information model, and each of their agents and employees.

ARTICLE 2 OWNER

§ 2.1 General

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

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

§ 2.2 Evidence of the Owner's Financial Arrangements

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

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

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

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

§ 2.3 Information and Services Required of the Owner

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

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

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

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

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

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

§ 2.4 **Owner's** Right to Stop the Work

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

§ 2.5 **Owner's** Right to Carry Out the Work

If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a ten-day period after receipt of notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may, without prejudice to other remedies the Owner may have, correct such default or neglect. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the Architect and the Architect may, pursuant to Section 9.5.1, withhold or nullify a Certificate for Payment in whole or in part, to the extent reasonably necessary to reimburse the Owner for the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the Architect's additional services made necessary by such default, neglect, or failure. If current and future payments are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner. If the Contractor disagrees with the actions of the Owner or the Architect, or the amounts claimed as costs to the Owner, the Contractor may file a Claim pursuant to Article 15.

ARTICLE 3 CONTRACTOR

§ 3.1 General

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

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

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

§ 3.2 Review of Contract Documents and Field Conditions by Contractor

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

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§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.3.4, shall take field measurements of any existing conditions related to that portion of the Work, and shall observe any conditions at the site affecting it. These obligations are for the purpose of facilitating coordination and construction by the Contractor and are not for the purpose of discovering errors, omissions, or inconsistencies in the Contract Documents; however, the Contractor shall promptly report to the Architect any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the Architect may require. It is recognized that the Contractor's review is made in the Contractor's capacity as a contractor and not as a licensed design professional, unless otherwise specifically provided in the Contract Documents.

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

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the Architect issues in response to the Contractor's notices or requests for information pursuant to Sections 3.2.2 or 3.2.3, the Contractor shall submit Claims as provided in Article 15. If the Contractor fails to perform the obligations of Sections 3.2.2 or 3.2.3, the Contractor shall pay such costs and damages to the Owner, subject to Section 15.1.7, as would have been avoided if the Contractor had performed such obligations. If the Contractor performs those obligations, the Contractor shall not be liable to the Owner or Architect for damages resulting from errors, inconsistencies or omissions in the Contract Documents, for differences between field measurements or conditions and the Contract Documents, or for nonconformities of the Contract Documents to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities.

§ 3.3 Supervision and Construction Procedures

§ 3.3.1 The Contractor shall supervise and direct the Work, using the Contractor's best skill and attention. The Contractor shall be solely responsible for, and have control over, construction means, methods, techniques, sequences, and procedures, and for coordinating all portions of the Work under the Contract. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences, or procedures, the Contractor shall evaluate the jobsite safety thereof and shall be solely responsible for the jobsite safety of such means, methods, techniques, sequences, or procedures. If the Contractor determines that such means, methods, techniques, sequences or procedures may not be safe, the Contractor shall give timely notice to the Owner and Architect, and shall propose alternative means, methods, techniques, sequences, or procedures. The Architect shall evaluate the proposed alternative solely for conformance with the design intent for the completed construction. Unless the Architect objects to the Contractor's proposed alternative, the Contractor shall perform the Work using its alternative means, methods, techniques, sequences, or procedures.

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

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

§ 3.4 Labor and Materials

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

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

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

§ 3.5 Warranty

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

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

§ 3.6 Taxes

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

§ 3.7 Permits, Fees, Notices and Compliance with Laws

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

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

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

§ 3.7.4 Concealed or Unknown Conditions

If the Contractor encounters conditions at the site that are (1) subsurface or otherwise concealed physical conditions that differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature that differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, the Contractor shall promptly provide notice to the Owner and the Architect before conditions are disturbed and in no event later than 14 days after first observance of the conditions. The Architect will promptly investigate such conditions and, if the Architect determines that they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend that an equitable adjustment be made in the Contract Sum or Contract Time, or both. If the Architect determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Architect shall promptly notify the Owner and Contractor, stating the reasons. If either party disputes the Architect's determination or recommendation, that party may submit a Claim as provided in Article 15.

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

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§ 3.8 Allowances

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

.1 allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;

.2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit, and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and

.3 whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

§ 3.9 Superintendent

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall notify the Owner and Architect of the name and qualifications of a proposed superintendent. Within 14 days of receipt of the information, the Architect may notify the Contractor, stating whether the Owner or the Architect (1) has reasonable objection to the proposed superintendent or (2) requires additional time for review. Failure of the Architect to provide notice within the 14-day period shall constitute notice of no reasonable objection.

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

§ 3.10 Contractor's Construction and Submittal Schedules

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

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

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

§ 3.11 Documents and Samples at the Site

The Contractor shall make available, at the Project site, the Contract Documents, including Change Orders, Construction Change Directives, and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and the approved Shop Drawings, Product Data, Samples, and similar required submittals. These shall be in electronic form or paper copy, available to the Architect and Owner, and

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delivered to the Architect for submittal to the Owner upon completion of the Work as a record of the Work as constructed.

§ 3.12 Shop Drawings, Product Data and Samples

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

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

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

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

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

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

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

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

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

§ 3.12.10 The Contractor shall not be required to provide professional services that constitute the practice of architecture or engineering unless such services are specifically required by the Contract Documents for a portion of the Work or unless the Contractor needs to provide such services in order to carry out the Contractor's responsibilities for construction means, methods, techniques, sequences, and procedures. The Contractor shall not be required to provide professional services in violation of applicable law.

§ 3.12.10.1 If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of the Contractor by the Contract Documents, the Owner and the Architect will specify all performance and design criteria that such services must satisfy. The Contractor shall be entitled to rely upon

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the adequacy and accuracy of the performance and design criteria provided in the Contract Documents. The Contractor shall cause such services or certifications to be provided by an appropriately licensed design professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, Shop Drawings, and other submittals prepared by such professional. Shop Drawings, and other submittals related to the Work, designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to the Architect. The Owner and the Architect shall be entitled to rely upon the adequacy and accuracy of the services, certifications, and approvals performed or provided by such design professionals, provided the Owner and Architect have specified to the Contractor the performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the Architect will review and approve or take other appropriate action on submittals only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents.

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

§ 3.13 Use of Site

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

§ 3.14 Cutting and Patching

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

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

§ 3.15 Cleaning Up

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

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

§ 3.16 Access to Work

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

§ 3.17 Royalties, Patents and Copyrights

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

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§ 3.18 Indemnification

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

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

ARTICLE 4 ARCHITECT

§ 4.1 General

§ 4.1.1 The Architect is the person or entity retained by the Owner pursuant to Section 2.3.2 and identified as such in the Agreement.

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

§ 4.2 Administration of the Contract

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

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

§ 4.2.3 On the basis of the site visits, the Architect will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and promptly report to the Owner (1) known deviations from the Contract Documents, (2) known deviations from the most recent construction schedule submitted by the Contractor, and (3) defects and deficiencies observed in the Work. The Architect will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect will not have control over or charge of, and will not be responsible for acts or omissions of, the Contractor, Subcontractors, or their agents or employees, or any other persons or entities performing portions of the Work.

§ 4.2.4 Communications

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

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

§ 4.2.6 The Architect has authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect will have authority to require inspection or testing of the Work in accordance with Sections 13.4.2 and 13.4.3, whether or not the Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, suppliers, their agents or employees, or other persons or entities performing portions of the Work.

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

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

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

§ 4.2.10 If the Owner and Architect agree, the Architect will provide one or more Project representatives to assist in carrying out the Architect's responsibilities at the site. The Owner shall notify the Contractor of any change in the duties, responsibilities and limitations of authority of the Project representatives.

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

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

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

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

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ARTICLE 5 SUBCONTRACTORS

§ 5.1 Definitions

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

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

§ 5.2 Award of Subcontracts and Other Contracts for Portions of the Work

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

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

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

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

§ 5.3 Subcontractual Relations

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

§ 5.4 Contingent Assignment of Subcontracts

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

.1 assignment is effective only after termination of the Contract by the Owner for cause pursuant to Section 14.2 and only for those subcontract agreements that the Owner accepts by notifying the Subcontractor and Contractor; and

.2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

§ 5.4.3 Upon assignment to the Owner under this Section 5.4, the Owner may further assign the subcontract to a successor contractor or other entity. If the Owner assigns the subcontract to a successor contractor or other entity, the Owner shall nevertheless remain legally responsible for all of the successor contractor's obligations under the subcontract.

ARTICLE 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

§ 6.1 Owner's Right to Perform Construction and to Award Separate Contracts

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

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

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

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

§ 6.2 Mutual Responsibility

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

§ 6.2.2 If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a Separate Contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly notify the Architect of apparent discrepancies or defects in the construction or operations by the Owner or Separate Contractor that would render it unsuitable for proper execution and results of the Contractor's Work. Failure of the Contractor to notify the Architect of apparent discrepancies or defects prior to proceeding with the Work shall constitute an acknowledgment that the Owner's or Separate Contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work. The Contractor shall not be responsible for discrepancies or defects in the construction or operations by the Owner or Separate Contractor that are not apparent.

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

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

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

§ 6.3 **Owner's** Right to Clean Up

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

ARTICLE 7 CHANGES IN THE WORK

§ 7.1 General

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

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

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

§ 7.2 Change Orders

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

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

§ 7.3 Construction Change Directives

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

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

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

.1 Mutual acceptance of a lump sum properly itemized and supported by sufficient substantiating data to permit evaluation;
.2 Unit prices stated in the Contract Documents or subsequently agreed upon;
.3 Cost to be determined in a manner agreed upon by the parties and a mutually acceptable fixed or percentage fee; or
.4 As provided in Section 7.3.4.

§ 7.3.4 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the Architect shall determine the adjustment on the basis of reasonable expenditures and savings of those performing the Work attributable to the change, including, in case of an increase in the Contract Sum, an amount for overhead and profit as set forth in the Agreement, or if no such amount is set forth in the Agreement, a reasonable amount. In such case, and also under Section 7.3.3.3, the Contractor shall keep and present, in such form as the Architect may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.4 shall be limited to the following:

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

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

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

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

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

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

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

§ 7.4 Minor Changes in the Work

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

ARTICLE 8 TIME

§ 8.1 Definitions

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

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

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

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

§ 8.2 Progress and Completion

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, commence the Work prior to the effective date of insurance required to be furnished by the Contractor and Owner.

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

§ 8.3 Delays and Extensions of Time

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

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

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

ARTICLE 9 PAYMENTS AND COMPLETION

§ 9.1 Contract Sum

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

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

§ 9.2 Schedule of Values

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

§ 9.3 Applications for Payment

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

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

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

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

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

§ 9.4 Certificates for Payment

§ 9.4.1 The Architect will, within seven days after receipt of the Contractor's Application for Payment, either (1) issue to the Owner a Certificate for Payment in the full amount of the Application for Payment, with a copy to the Contractor; or (2) issue to the Owner a Certificate for Payment for such amount as the Architect determines is properly due, and notify the Contractor and Owner of the Architect's reasons for withholding certification in part as provided in Section 9.5.1; or (3) withhold certification of the entire Application for Payment, and notify the Contractor and Owner of the Architect's reason for withholding certification in whole as provided in Section 9.5.1.

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

§ 9.5 Decisions to Withhold Certification

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

.1 defective Work not remedied;

.2 third party claims filed or reasonable evidence indicating probable filing of such claims, unless security acceptable to the Owner is provided by the Contractor;

.3 failure of the Contractor to make payments properly to Subcontractors or suppliers for labor, materials or equipment;

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.4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
.5 damage to the Owner or a Separate Contractor;
.6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
.7 repeated failure to carry out the Work in accordance with the Contract Documents.

§ 9.5.2 When either party disputes the Architect's decision regarding a Certificate for Payment under Section 9.5.1, in whole or in part, that party may submit a Claim in accordance with Article 15.

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

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

§ 9.6 Progress Payments

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

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

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

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

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

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

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

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

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§ 9.7 Failure of Payment

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

§ 9.8 Substantial Completion

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

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

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

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

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

§ 9.9 Partial Occupancy or Use

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

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

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

§ 9.10 Final Completion and Final Payment

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

§ 9.10.2 Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Architect (1) an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied, (2) a certificate evidencing that insurance required by the Contract Documents to remain in force after final payment is currently in effect, (3) a written statement that the Contractor knows of no reason that the insurance will not be renewable to cover the period required by the Contract Documents, (4) consent of surety, if any, to final payment, (5) documentation of any special warranties, such as manufacturers' warranties or specific Subcontractor warranties, and (6) if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts and releases and waivers of liens, claims, security interests, or encumbrances arising out of the Contract, to the extent and in such form as may be designated by the Owner. If a Subcontractor refuses to furnish a release or waiver required by the Owner, the Contractor may furnish a bond satisfactory to the Owner to indemnify the Owner against such lien, claim, security interest, or encumbrance. If a lien, claim, security interest, or encumbrance remains unsatisfied after payments are made, the Contractor shall refund to the Owner all money that the Owner may be compelled to pay in discharging the lien, claim, security interest, or encumbrance, including all costs and reasonable attorneys' fees.

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

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

.1 liens, Claims, security interests, or encumbrances arising out of the Contract and unsettled;
.2 failure of the Work to comply with the requirements of the Contract Documents;
.3 terms of special warranties required by the Contract Documents; or
.4 audits performed by the Owner, if permitted by the Contract Documents, after final payment.

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

ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

§ 10.1 Safety Precautions and Programs

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

§ 10.2 Safety of Persons and Property

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

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

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

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

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

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

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

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

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

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

§ 10.3.2 Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will

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promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.

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

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

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

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

§ 10.4 Emergencies

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

ARTICLE 11 INSURANCE AND BONDS

§ 11.1 Contractor's Insurance and Bonds

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

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

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

§ 11.1.4 **Notice of Cancellation or Expiration of Contractor's Required Insurance.** Within three (3) business days of the date the Contractor becomes aware of an impending or actual cancellation or expiration of any insurance required by the Contract Documents, the Contractor shall provide notice to the Owner of such impending or actual cancellation or expiration. Upon receipt of notice from the Contractor, the Owner shall, unless the lapse in coverage arises from an act

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or omission of the Owner, have the right to stop the Work until the lapse in coverage has been cured by the procurement of replacement coverage by the Contractor. The furnishing of notice by the Contractor shall not relieve the Contractor of any contractual obligation to provide any required coverage.

§ 11.2 **Owner's** Insurance

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

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

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

§ 11.3 Waivers of Subrogation

§ 11.3.1 The Owner and Contractor waive all rights against (1) each other and any of their subcontractors, sub-subcontractors, agents, and employees, each of the other; (2) the Architect and Architect's consultants; and (3) Separate Contractors, if any, and any of their subcontractors, sub-subcontractors, agents, and employees, for damages caused by fire, or other causes of loss, to the extent those losses are covered by property insurance required by the Agreement or other property insurance applicable to the Project, except such rights as they have to proceeds of such insurance. The Owner or Contractor, as appropriate, shall require similar written waivers in favor of the individuals and entities identified above from the Architect, Architect's consultants, Separate Contractors, subcontractors, and sub-subcontractors. The policies of insurance purchased and maintained by each person or entity agreeing to waive claims pursuant to this section 11.3.1 shall not prohibit this waiver of subrogation. This waiver of subrogation shall be effective as to a person or entity (1) even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, (2) even though that person or entity did not pay the insurance premium directly or indirectly, or (3) whether or not the person or entity had an insurable interest in the damaged property.

§ 11.3.2 If during the Project construction period the Owner insures properties, real or personal or both, at or adjacent to the site by property insurance under policies separate from those insuring the Project, or if after final payment property insurance is to be provided on the completed Project through a policy or policies other than those insuring the Project during the construction period, to the extent permissible by such policies, the Owner waives all rights in accordance with the terms of Section 11.3.1 for damages caused by fire or other causes of loss covered by this separate property insurance.

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

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

§11.5 Adjustment and Settlement of Insured Loss

§ 11.5.1 A loss insured under the property insurance required by the Agreement shall be adjusted by the Owner as fiduciary and made payable to the Owner as fiduciary for the insureds, as their interests may appear, subject to requirements of any applicable mortgagee clause and of Section 11.5.2. The Owner shall pay the Architect and Contractor their just shares of insurance proceeds received by the Owner, and by appropriate agreements the Architect and Contractor shall make payments to their consultants and Subcontractors in similar manner.

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

ARTICLE 12 UNCOVERING AND CORRECTION OF WORK

§ 12.1 Uncovering of Work

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

§ 12.1.2 If a portion of the Work has been covered that the Architect has not specifically requested to examine prior to its being covered, the Architect may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, the Contractor shall be entitled to an equitable adjustment to the Contract Sum and Contract Time as may be appropriate. If such Work is not in accordance with the Contract Documents, the costs of uncovering the Work, and the cost of correction, shall be at the Contractor's expense.

§ 12.2 Correction of Work

§ 12.2.1 Before Substantial Completion

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

§ 12.2.2 After Substantial Completion

§ 12.2.2.1 In addition to the Contractor's obligations under Section 3.5, if, within one year after the date of Substantial Completion of the Work or designated portion thereof or after the date for commencement of warranties established under Section 9.9.1, or by terms of any applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of notice from the Owner to do so, unless the Owner has previously given the Contractor a written acceptance of such condition. The Owner shall give such notice promptly after discovery of the condition. During the one-year period for correction of Work, if the Owner fails to notify the Contractor and give the Contractor an opportunity to make the correction, the Owner waives the rights to require correction by the Contractor and to make a claim for breach of warranty. If the Contractor fails to correct nonconforming Work within a reasonable time during that period after receipt of notice from the Owner or Architect, the Owner may correct it in accordance with Section 2.5.

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

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

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

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

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

§ 12.3 Acceptance of Nonconforming Work

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

ARTICLE 13 MISCELLANEOUS PROVISIONS

§ 13.1 Governing Law

The Contract shall be governed by the law of the place where the Project is located, excluding that jurisdiction's choice of law rules. If the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 15.4.

§ 13.2 Successors and Assigns

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

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

§ 13.3 Rights and Remedies

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

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

§ 13.4 Tests and Inspections

§ 13.4.1 Tests, inspections, and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules, and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections, and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public

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authority, and shall bear all related costs of tests, inspections, and approvals. The Contractor shall give the Architect timely notice of when and where tests and inspections are to be made so that the Architect may be present for such procedures. The Owner shall bear costs of tests, inspections, or approvals that do not become requirements until after bids are received or negotiations concluded. The Owner shall directly arrange and pay for tests, inspections, or approvals where building codes or applicable laws or regulations so require.

§ 13.4.2 If the Architect, Owner, or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection, or approval not included under Section 13.4.1, the Architect will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection, or approval, by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Architect of when and where tests and inspections are to be made so that the Architect may be present for such procedures. Such costs, except as provided in Section 13.4.3, shall be at the Owner's expense.

§ 13.4.3 If procedures for testing, inspection, or approval under Sections 13.4.1 and 13.4.2 reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, all costs made necessary by such failure, including those of repeated procedures and compensation for the Architect's services and expenses, shall be at the Contractor's expense.

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

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

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

§ 13.5 Interest

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

ARTICLE 14 TERMINATION OR SUSPENSION OF THE CONTRACT

§ 14.1 Termination by the Contractor

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

.1 Issuance of an order of a court or other public authority having jurisdiction that requires all Work to be stopped;

.2 An act of government, such as a declaration of national emergency, that requires all Work to be stopped;

.3 Because the Architect has not issued a Certificate for Payment and has not notified the Contractor of the reason for withholding certification as provided in Section 9.4.1, or because the Owner has not made payment on a Certificate for Payment within the time stated in the Contract Documents; or

.4 The Owner has failed to furnish to the Contractor reasonable evidence as required by Section 2.2.

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

§ 14.1.3 If one of the reasons described in Section 14.1.1 or 14.1.2 exists, the Contractor may, upon seven days' notice to the Owner and Architect, terminate the Contract and recover from the Owner payment for Work executed, as well as reasonable overhead and profit on Work not executed, and costs incurred by reason of such termination.

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

§ 14.2 Termination by the Owner for Cause

§ 14.2.1 The Owner may terminate the Contract if the Contractor

.1 repeatedly refuses or fails to supply enough properly skilled workers or proper materials;

.2 fails to make payment to Subcontractors or suppliers in accordance with the respective agreements between the Contractor and the Subcontractors or suppliers;

.3 repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority; or

.4 otherwise is guilty of substantial breach of a provision of the Contract Documents.

§ 14.2.2 When any of the reasons described in Section 14.2.1 exist, and upon certification by the Architect that sufficient cause exists to justify such action, the Owner may, without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days' notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

.1 Exclude the Contractor from the site and take possession of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;

.2 Accept assignment of subcontracts pursuant to Section 5.4; and

.3 Finish the Work by whatever reasonable method the Owner may deem expedient. Upon written request of the Contractor, the Owner shall furnish to the Contractor a detailed accounting of the costs incurred by the Owner in finishing the Work.

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

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

§ 14.3 Suspension by the Owner for Convenience

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

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

.1 that performance is, was, or would have been, so suspended, delayed, or interrupted, by another cause for which the Contractor is responsible; or

.2 that an equitable adjustment is made or denied under another provision of the Contract.

§ 14.4 Termination by the Owner for Convenience

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

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

.1 cease operations as directed by the Owner in the notice;

.2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

.3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

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§ 14.4.3 In case of such termination for the Owner's convenience, the Owner shall pay the Contractor for Work properly executed; costs incurred by reason of the termination, including costs attributable to termination of Subcontracts; and the termination fee, if any, set forth in the Agreement.

ARTICLE 15 CLAIMS AND DISPUTES

§ 15.1 Claims

§ 15.1.1 Definition

A Claim is a demand or assertion by one of the parties seeking, as a matter of right, payment of money, a change in the Contract Time, or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. The responsibility to substantiate Claims shall rest with the party making the Claim. This Section 15.1.1 does not require the Owner to file a Claim in order to impose liquidated damages in accordance with the Contract Documents.

§ 15.1.2 Time Limits on Claims

The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this Section 15.1.2.

§ 15.1.3 Notice of Claims

§ 15.1.3.1 Claims by either the Owner or Contractor, where the condition giving rise to the Claim is first discovered prior to expiration of the period for correction of the Work set forth in Section 12.2.2, shall be initiated by notice to the other party and to the Initial Decision Maker with a copy sent to the Architect, if the Architect is not serving as the Initial Decision Maker. Claims by either party under this Section 15.1.3.1 shall be initiated within 21 days after occurrence of the event giving rise to such Claim or within 21 days after the claimant first recognizes the condition giving rise to the Claim, whichever is later.

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

§ 15.1.4 Continuing Contract Performance

§ 15.1.4.1 Pending final resolution of a Claim, except as otherwise agreed in writing or as provided in Section 9.7 and Article 14, the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make payments in accordance with the Contract Documents.

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

§ 15.1.5 Claims for Additional Cost

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

§ 15.1.6 Claims for Additional Time

§ 15.1.6.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, notice as provided in Section 15.1.3 shall be given. The Contractor's Claim shall include an estimate of cost and of probable effect of delay on progress of the Work. In the case of a continuing delay, only one Claim is necessary.

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

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§ 15.1.7 Waiver of Claims for Consequential Damages

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

.1 damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and

.2 damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with Article 14. Nothing contained in this Section 15.1.7 shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

§ 15.2 Initial Decision

§ 15.2.1 Claims, excluding those where the condition giving rise to the Claim is first discovered after expiration of the period for correction of the Work set forth in Section 12.2.2 or arising under Sections 10.3, 10.4, and 11.5, shall be referred to the Initial Decision Maker for initial decision. The Architect will serve as the Initial Decision Maker, unless otherwise indicated in the Agreement. Except for those Claims excluded by this Section 15.2.1, an initial decision shall be required as a condition precedent to mediation of any Claim. If an initial decision has not been rendered within 30 days after the Claim has been referred to the Initial Decision Maker, the party asserting the Claim may demand mediation and binding dispute resolution without a decision having been rendered. Unless the Initial Decision Maker and all affected parties agree, the Initial Decision Maker will not decide disputes between the Contractor and persons or entities other than the Owner.

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

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

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

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

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

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

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

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

§ 15.3 Mediation

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract, except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.7, shall be subject to mediation as a condition precedent to binding dispute resolution.

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

§ 15.3.3 Either party may, within 30 days from the date that mediation has been concluded without resolution of the dispute or 60 days after mediation has been demanded without resolution of the dispute, demand in writing that the other party file for binding dispute resolution. If such a demand is made and the party receiving the demand fails to file for binding dispute resolution within 60 days after receipt thereof, then both parties waive their rights to binding dispute resolution proceedings with respect to the initial decision.

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

§ 15.4 Arbitration

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

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

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

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

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§ 15.4.4 Consolidation or Joinder

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

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

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

DRAFT

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SECTION 00410

SUPPLEMENTARY GENERAL CONDITIONS

GENERAL

A. AIA Document A201, 2017 Edition, "General Conditions of the Contract for Construction", shall be considered an incorporated portion of the Contract, and its provisions, unless specifically indicated to be omitted, shall determine all questions which may arise concerning adjudication of disputes or other matters covered therein having relation to Contracts between Owner and Contractor.

B. Where any Article of AIA Document A201, 2017 Edition, is modified by alteration, addition or deletion, the remaining provisions of such Article shall remain in effect.

C. Where provisions of "General Conditions of the Contract for Construction" relate to project administrative or work-related requirements of the Contract, those provisions (including, but not limited to, progress schedule, submittals procedure, temporary facilities, cutting and patching, record drawings and clean-up) are specified in Division 1 - GENERAL REQUIREMENTS if required.

ARTICLE 1: GENERAL PROVISIONS

1.1 BASIC DEFINITIONS

A. To subparagraph 1.1.1 delete the first sentence and replace with the following: "The Contract Documents consist of the Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Supplementary General Conditions, Specifications, Drawings, Addenda issued prior to execution of Contract, Agreement between Owner and Contractor (hereinafter the Agreement), Performance Bond and Labor and Material Payment Bond, and other Documents listed in the Agreement and Modifications issued after execution of the Contract."

B. To subparagraph 1.1.1 delete the last sentence.

C. To subparagraph 1.1.7 add this paragraph: "The Project Manual consists of the Advertisement for Bids, Instructions to Bidders, Bid Form, General Conditions, Supplementary General Conditions, and Specifications."

D. Add subparagraph 1.1.9 MISCELLANEOUS DEFINITIONS.

E. Add clause 1.1.9.1 as follows: "The term "PRODUCT" as used herein includes materials, systems, and equipment."

F. Add clause 1.1.9.2 as follows: "The terms "INSTALL" or "FURNISH ALL LABOR" are used herein as term contractions and unless specifically noted otherwise are to mean "PERFORM ALL OPERATIONS CONNECTED WITH INSTALLATION OF WORK INCLUDING UNLOADING MATERIALS TO BE INSTALLED, SUPPLYING ALL NECESSARY EQUIPMENT AND RIGS TO DO THE WORK, TEST, PLACE IN OPERATION AND SERVICE."

G. Add clause 1.1.9.3 as follows: "The terms "FURNISH" or "FURNISH ALL MATERIALS" are used herein as term contractions and unless specifically noted otherwise are to mean "SUPPLY AND DELIVER TO THE JOB SITE ALL MATERIALS AND/OR EQUIPMENT SO SPECIFIED."

H. Add clause 1.1.9.4 as follows: "The word "PROVIDE" is used herein as a term contraction and unless specifically noted otherwise is to mean, "FURNISH, INSTALL, CONNECT UP COMPLETE, TEST, PLACE IN OPERATION AND SERVICE."

I. Add clause 1.1.9.5 as follows: "The terms "APPROVED", "EQUAL", "PROPER", AND "ADEQUATE" and words of similar meaning are understood to mean "IN THE OPINION OF THE ENGINEER."

J. Add clause 1.1.9.6 as follows: "The words “RECONSTRUCT” or "REPLACE" are used herein as a term contraction and unless specifically noted otherwise is to mean "REMOVE EXISTING AND PROVIDE NEW."

1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

A. Add subparagraph 1.2.4 as follows: "Certain portions of the Specifications are written in condensed outline form and omitted words are to be supplied by inference. Naming of an article or operation shall have the effect of stating "Contractor shall furnish, install and complete" said operation or article unless it is further qualified in the context in which it appears.

B. Add subparagraph 1.2.5 as follows: "When reference is made to specifications of a manufacturer, trade association, governmental agency, reference standard or similar source (such as ASTM, ASA, AISC, ACI, etc.) such is made part of these Specifications, having the force and effect as though reproduced herein, and upon entering into the Contract the Contractor acknowledge his familiarity with those pertaining to his work.

ARTICLE 3: CONTRACTOR

3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

A. Add subparagraph 3.2.5 as follows: "Contractor shall make himself familiar with all conditions affecting the nature and manner of conducting the Work."

B. Add subparagraph 3.2.6 as follows: "Whenever the Drawings show existing or other construction not required as part of the Contract Work, it is understood that it is so shown as a matter of information and that the Owner, while believing such information to be substantially correct, assumes no responsibility thereof."

3.3 SUPERVISION AND CONSTRUCTION PROCEDURES

A. Add subparagraph 3.3.4 as follows: "Where equipment lines, piping, conduit, or any other systems are shown diagrammatically, the Contractor shall be responsible for the coordination and orderly arrangement of the various lines of piping, conduit, etc. included in the Work of his Contract. He shall coordinate the work of his Subcontractors and prevent all interference between equipment, lines of piping, architectural features, etc. and avoid any unsightly arrangements in Work whether exposed or concealed. In the event there are other separate Contractors he shall also coordinate the Work of his Contract with the Work of any such separate Contractors."

B. Add subparagraph 3.3.5 as follows: "The Contractor, his employees and Subcontractors shall be subject to such rules and regulations for the conduct of the Work as the Owner may establish. The Contractor shall be responsible for the enforcement among his employees of the Owner's instructions."

C. Add subparagraph 3.3.6 as follows: "Any person who is not a direct owner employee and enters any occupied building while in the process of performing construction work, maintaining equipment, making deliveries, or for any other reason, must enter his/her name in the visitor's sign in log located in the main office of each building on a daily basis."

3.4 LABOR AND MATERIALS

A. To subparagraph 3.4.1 add clause 3.4.1.1 as follows: "Contractor shall warrant that he has good title to all materials used by him as part of the Work of this Contract. No materials or supplies shall be purchased by Contractor or any of his subcontractors that are subject to any chattel mortgage, conditional sale or other agreement by which an interest is retained by

seller."

B. Add subparagraph 3.4.4 as follows: "After the Contract has been executed, the Owner and Engineer will consider a formal request for the substitution of products in place of those specified only under the conditions set forth in the General Requirements (Division 1 of the Specifications)."

C. Add subparagraph 3.4.5 as follows: "By making requests for substitutions based on Subparagraph 3.4.3 contained herein, the Contractor:

1. represents that the Contractor has personally investigated the proposed substitute product and determined that it is equal or superior in all respects to that specified;
2. represents that the Contractor will provide the same warranty for the substitution that the Contractor would for that specified;
3. certifies that the cost data presented is complete and includes all related costs under this Contract, except the Engineer's redesign costs, and waives all claims for additional costs related to the substitution which subsequently become apparent; and
4. will coordinate the installation of the accepted substitute, making such changes as may be required for the Work to be complete in all respects.
5. Any costs to the Owner as a result of such substitutions shall be paid by the Contractor or deducted from amounts due the Contractor.

3.5 WARRANTY

A. Add Subparagraph 3.5.3 as follows: "Upon final completion of the Work and acceptance as satisfactory, the Contractor shall provide the Owner with a maintenance guarantee covering all materials provided and labor for one (1) year from Owner acceptance date."

B. Add subparagraph 3.5.4 as follows:

"Neither final Certificate of Payment nor any provision in Contract Documents nor partial or entire occupancy of premises by Owner shall constitute acceptance of Work not performed in accordance with Contract Documents or relieve Contractor of liability in respect to any express warranties or responsibility for faulty materials or workmanship. Upon written notice from Engineer, Contractor shall remedy any defects in the Work, and pay for any damage to other Work resulting therefrom, which shall appear within a period

of one (1) year, unless longer period is specified, from date of final payment for completed Work, or acceptance of any major portion of building. It is understood that Owner will notify Engineer of observed defects with reasonable promptness."

3.6 TAXES

A. Add subparagraph 3.6.1 as follows: "The Owner is an exempt organization under the Tax Law and is exempt from payment of Sales and Compensating Use Taxes of the State of New York and Cities and Counties of the State on all materials which are to be incorporated into the Contract, pursuant to the provisions of the Contract."

3.9 SUPERINTENDENT

A. Add subparagraph 3.9.4 as follows: "The Contractor shall not change the superintendent during the course of construction without prior notification of the Engineer and Owner in writing."

4.1 ARCHITECT

A. Delete subparagraph 4.1.1 and substitute as follows:

"4.1.1 The Engineer is the person lawfully licensed to practice engineering or an entity lawfully practicing engineering identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in nature. The term "Architect" is hereby defined to mean the Engineer or the Engineer's authorized representative, wherever and whenever in the Contract Documents the term appears."

ARTICLE 7: CHANGES IN THE WORK

7.3 CONSTRUCTION CHANGE DIRECTIVES

A. To subparagraph 7.3.4 delete in the first sentence the phrase "a reasonable amount".

B. Add subparagraph 7.3.11 as follows: "The allowance for the combined overhead and profit included in the total cost to the Owner shall be based on the following schedule:

1. For the Contractor, for Work performed by the Contractor's own forces, (15) percent of the cost.
2. For the Contractor, for Work performed by the Contractor's Subcontractor, (7) percent of the amount due the Subcontractor.
3. For each Subcontractor or Sub-subcontractor involved, for Work performed by that Subcontractor's or Sub-subcontractor's own forces, (15) percent of the cost.
4. For each Subcontractor, for Work performed by the Subcontractor's Sub-subcontractors, (7) percent of the amount due the Sub-subcontractor.
5. Cost to which overhead and profit is to be applied shall be determined in accordance with subparagraph 7.3.4.
6. In order to facilitate checking of quotations for extras or credits, all proposals, except those so minor that their propriety can be seen by inspection, shall be accompanied by a complete itemization of costs including labor, materials, and Subcontracts. Labor and materials shall be itemized in the manner prescribed herein. Where major cost items are Subcontracts, they shall be itemized also.

C. Add subparagraph 7.3.12 as follows: "If any material previously required is omitted by written order of the Owner after it has been delivered to, or partially worked on by the Contractor, and consequently will not retain its full value for other uses, Contractor shall be allowed actual cost of omitted material, less fair market value of material, as determined by Engineer."

D. Add subparagraph 7.3.13 as follows: "Costs shall not be allowed in excess of usual rentals charged in area for similar equipment of like size and condition, including costs of necessary supplies and repairs for operating equipment on site in connection with other work unless its use incurs actual and additional costs to the Contractor. If equipment not on site is required for change in work only, cost of transporting equipment to and from site will be allowed."

ARTICLE 8: TIME

8.2 PROGRESS AND COMPLETION

A. Add subparagraph 8.2.4 as follows: "In no case shall the Contractor delay the progress of the Work, or any part thereof, in response to changes in the Work, or disputes caused by proposed or ordered changes in the Work, or any disputes or disagreements as to equitable value of the changes."

ARTICLE 9: PAYMENTS AND COMPLETION

9.6 PROGRESS PAYMENTS

A. To subparagraph 9.6.1 add the following: "Certificates for Payment shall be issued monthly if the Work is progressing satisfactorily and if application for payment has been submitted. Certificate shall not exceed 95% of the value of the labor and materials furnished and incorporated in the Work."

9.10 FINAL COMPLETION AND FINAL PAYMENT

A. To subparagraph 9.10.2 add the following: "Upon demand by the Owner, Contractor shall provide and file bond for discharge of any lien, as required by Lien Law, State of New York, Section 21, Paragraph 5."

B. To subparagraph 9.10.2 add the following: "The Contractor shall also submit AIA forms G706 (Contractor's Affidavit of Payment of Debts and Claims), G706A (Contractor's Affidavit of Release of Liens) and G707 (Consent of Surety to Final Payment). If not otherwise provided by the Performance Bond and Form G707, the Contractor shall also furnish a bond as surety for the performance of any work required during the one-year guarantee period and any extension as may be required.

ARTICLE 11: INSURANCE AND BONDS

11.1 CONTRACTOR'S LIABILITY INSURANCE

A. Add clause 11.1.3.1 as follows: "The submittal of the Certificates of Insurance shall include a disclosure of any prior and/or pending claims against the submitted policies. In addition, the Contractor shall immediately make known to the Owner, any subsequent claims against the aforementioned policies."

11.2 OWNERS LIABILITY INSURANCE

A. Delete section in its entirety.

ARTICLE 13: MISCELLANEOUS PROVISIONS

13.4 TESTS AND INSPECTIONS

A. Add subparagraph 13.4.7 as follows: "Any matter to be furnished shall be subject to inspections and tests in the shop and field by the Engineer. Shop inspection shall not relieve the Contractor of the responsibility to furnish satisfactory materials, and the right is reserved to reject any material at any time before final acceptance of the Work, when in the opinion of the Engineer the materials and workmanship do not conform to the Specification requirements."

13.5 INTEREST

A. Delete this section in its entirety.

ARTICLE 15 CLAIMS AND DISPUTES

A. Add subparagraph 15.1.8 as follows: "Owner shall not be liable to any Contractor or Subcontractor for damages caused by any breach of contract, delay in performance or other act of neglect by other Contractors or Subcontractors having Contracts for performance of any portion of Work. Terms of this subparagraph shall apply equally to this entire Article.

- END OF SECTION -

SECTION 00500
PREVAILING WAGE RATES SCHEDULE

NYSDOL

PREVAILING RATE SCHEDULE

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Gardiner

Thomas Havey
6 Dover Village Plz
P.O.Box 400
Dover Plains NY 12522

Schedule Year	2026
Date Requested	07/27/2026
PRC#	2026022398

Location	Gardiner WWTP
Project ID#	26-002
Project Type	Installation of two new tablet-based dechlorination feeders in new precast concrete chambers and replacement of two existing tablet chlorinators.

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2026 through June 2027. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Contractor Registry

Effective December 30, 2024 all contractors and subcontractors submitting bids or performing construction work on public work projects, or private projects covered by Article 8 of the Labor Law, are required to register with the New York State Department of Labor (NYSDOL) under Labor Law Section 220-i. To register, contractors and subcontractors must submit an application through NYSDOL's Contractor Registry portal which is available through the agency's Management System for Protecting Worker Rights (MPWR) https://mpwr-public.labor.ny.gov/en/login.

For additional information, please visit online.

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 form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12226; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

www.labor.ny.gov.

Payrolls and Payroll Records

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

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12226 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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

Kathy Hochul, Governor

Roberta Reardon, Commissioner

Town of Gardiner

Thomas Havey
6 Dover Village Plz
P.O.Box 400
Dover Plains NY 12522

Schedule Year 2026
Date Requested 07/27/2026
PRC# 2026022398

Location	Gardiner WWTP
Project ID#	26-002
Project Type	Installation of two new tablet-based dechlorination feeders in new precast concrete chambers and replacement of two existing tablet chlorinators.

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: $_____

Approximate Starting Date: ____/____/____

Approximate Completion Date: ____/____/____

Contract Type:
- [ ] (01) General Construction
- [ ] (02) Heating/Ventilation
- [ ] (03) Electrical
- [ ] (04) Plumbing
- [ ] (05) Other : _____

Phone: (518) 457-5589 Fax: (518) 485-1870
W. Averell Harriman State Office Campus, Bldg. 12, Room 130, Albany, NY 12226

Social Security Numbers on Certified Payrolls:

The Department of Labor is cognizant of the concerns of the potential for misuse or inadvertent disclosure of social security numbers. Identity theft is a growing problem and we are sympathetic to contractors' concern regarding inclusion of this information on payrolls if another identifier will suffice.

For these reasons, the substitution of the use of the last four digits of the social security number on certified payrolls submitted to contracting agencies on public work projects is now acceptable to the Department of Labor. This change does not affect the Department's ability to request and receive the entire social security number from employers during its public work/ prevailing wage investigations.

Construction Industry Fair Play Act: Required Posting for Labor Law Article 25-B § 861-d

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to $1,500 for a first offense and up to $5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, https://dol.ny.gov/public-work-and-prevailing-wage
If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov .

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

Effective June 23, 2020

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

(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.

NEW YORK STATE OF OPPORTUNITY. Department of Labor

Required Notice under Article 25-B of the Labor Law

Attention All Employees, Contractors and Subcontractors: You are Covered by the Construction Industry Fair Play Act

The law says that you are an employee unless:

- You are free from direction and control in performing your job, **and**
- You perform work that is not part of the usual work done by the business that hired you, **and**
- You have an independently established business.

Your employer cannot consider you to be an independent contractor unless all three of these facts apply to your work.

It is against the law for an employer to misclassify employees as independent contractors or pay employees off the books.

Employee Rights: If you are an employee, you are entitled to state and federal worker protections. These include:

- Unemployment Insurance benefits, if you are unemployed through no fault of your own, able to work, and otherwise qualified,
- Workers' compensation benefits for on-the-job injuries,
- Payment for wages earned, minimum wage, and overtime (under certain conditions),
- Prevailing wages on public work projects,
- The provisions of the National Labor Relations Act, and
- A safe work environment.

It is a violation of this law for employers to retaliate against anyone who asserts their rights under the law. Retaliation subjects an employer to civil penalties, a private lawsuit or both.

Independent Contractors: If you are an independent contractor**, you must pay all taxes and Unemployment Insurance contributions required by New York State and Federal Law.**

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

• **Civil Penalty**	First offense: Up to $2,500 per employee Subsequent offense(s): Up to $5,000 per employee
• **Criminal Penalty**	First offense: Misdemeanor - up to 30 days in jail, up to a $25,000 fine and debarment from performing public work for up to one year. Subsequent offense(s): Misdemeanor - up to 60 days in jail or up to a $50,000 fine and debarment from performing public work for up to 5 years.

If you have questions about your employment status or believe that your employer may have violated your rights and you want to file a complaint, call the Department of Labor at (866) 435-1499 or send an email to dol.misclassified@labor.ny.gov. All complaints of fraud and violations are taken seriously. You can remain anonymous.

Employer Name:

IA 999 (09/16)

WE ARE YOUR DOL

NEW YORK STATE Department of Labor

New York State Department of Labor
Bureau of Public Work

Attention Employees

THIS IS A:

PUBLIC WORK PROJECT

If you are employed on this project as a **worker, laborer, or mechanic** you are entitled to receive the **prevailing wage and supplements rate** for the classification at which you are working.

Your pay stub and wage notice received upon hire must clearly state your wage rate and supplement rate.

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at: https://dol.ny.gov/bureau-public-work

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.)*
- Training roster, attendance record of 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 requirement s 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.

*Contractor Registry (LL 220-I):
Labor Law Section 220-i requires that contractors obtain a Contractor Registry certificate of registration prior to bidding on or commencing work on a public or private project subject to prevailing wage requirements. Subcontractors also are prohibited from commencing work on covered employment unless they have received a Contractor Registry certificate. Contractors are required to submit their Certificate of Registration with their bid materials. A public database is available online to confirm registration at data.ny.gov to confirm registration validity. For additional information on how to register and the requirements, visit https://dol.ny.gov/public-work-contractor-and-subcontractorregistry-
landing.

Payrolls and Payroll Records

Every contractor and subcontractor MUST keep original payrolls or transcripts subscribed and affirmed as true under penalty of perjury. Payrolls must be maintained for at least three (3) years from the projects date of completion. Additionally, as per Article 6 of the Labor Law, contractors and subcontractors are required to establish, maintain, and preserve for not less that 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.

Payroll records and transcripts are required to be kept on site during all the time that work under that contract is being performed.

NOTE: *For more detailed information regarding Article 9 prevailing wage contracts, please refer to "General Provisions of Laws Covering Workers on Article 9 Public Work Building Service Contracts".*

If you have any questions concerning the attached schedule or would like additional information, please write to:

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

OR

Contact the nearest BUREAU of PUBLIC WORK District Office

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

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. 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. Please Note: Updates to the Wage Schedule shall be made on a quarterly basis.

All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Shift Work

If the timeline of the contract requires shift work be performed to meet deadlines, the BPWE will enforce the shift work rate as the required rate on the project whether or not shift work is specifically addressed in the contract.

Paid Prenatal Leave

Every employer shall be required to provide to its employees twenty hours of paid prenatal personal leave during any fifty-two week calendar period. Paid prenatal personal leave shall mean leave taken for the health care services received by an employee during their pregnancy or related to such pregnancy, including physical examinations, medical procedures, monitoring and testing, and discussions with a healthcare provider related to the pregnancy. Paid prenatal personal leave may be taken in hourly increments. Benefits for paid prenatal personal leave shall be paid in hourly installments. Employees shall receive compensation at the employee's regular rate of pay, or the applicable minimum wage established by the labor law, whichever is greater, for the use of Paid Prenatal leave.

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

Ulster County General Construction

Boilermaker — 07/01/2026

JOB DESCRIPTION Boilermaker **DISTRICT** 4

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2026	01/01/2027
Boilermaker	$ 70.38	$ 71.88
Repairs & Renovations	70.38	71.88

Repairs & Renovation: Includes Repairing, Renovating, and Replacement of parts to an existing unit(s).

SUPPLEMENTAL BENEFITS
Per Hour:

Boilermaker	33.5% of Hourly
Repair & Renovations	Wage Paid
	+ $26.85

NOTE: "Hourly Wage Paid" shall include any and all premium(s) pay.

OVERTIME PAY
See (*B, O, **U) on OVERTIME PAGE
Note:* Includes 9th & 10th hours, double for 11th or more.
** Labor Day ONLY, if worked.

Repairs & Renovation see (B,E,Q) on OT Page

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 12, 15, 25, 26, 29) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1/2) Year Terms at the following percentage of Boilermaker's wage per hour:

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

SUPPLEMENTAL BENEFITS:

33.5% of Hourly Wage Paid Plus Amount Below:

1st	2nd	3rd	4th	5th	6th	7th
$20.36	$21.28	$22.22	$23.12	$24.07	$25.00	$25.93

NOTE: "Hourly Wage Paid" shall include any and all premium(s)

4-5

Broadband — 07/01/2026

JOB DESCRIPTION Broadband **DISTRICT** 4

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, Orleans, Oswego, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Wyoming, Yates

PARTIAL COUNTIES
Orange: Only in the Village of Greenwood Lake, Village of Highland Falls, Town of Tuxedo, and Town of Patterson

WAGES
NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to New York State Labor Law §224-E, solicited on or after July 1,2025. For all other projects solicited prior to July 1,2025 please see LINEMAN ELECTRICIAN(1)-TELEDATA

Per Hour:	07/01/2026	08/04/2026
Field Tech	$ 52.85	$ 54.44

Install/Repair*

For outside work (excluding installation on building construction/alteration/renovation projects), stopping at first point of attachment (demarcation), installing/maintaining/repairing broadband internet service.

"Broadband", "Broadband Service", or "Broadband Internet" means mass-market retail service by wire or radio that provides the capability to transmit data to and receive data from all or substantially all internet endpoints, including any capabilities that are incidental to and enable the operation of the communications service, but excluding dial-up internet access service.

*NOTE: EXCLUDES work within ten(10) feet of High Voltage (600 Volts and over) transmission lines. Please see LINEMAN rates.
*NOTE: Does not include the operation of equipment. Please see applicable OPERATING ENGINEER rates.
*NOTE: Does not include Groundmen/Flagger/Flagmen. Please see LABORER/LABORER-HEAVY/HIGHWAY rates.

SUPPLEMENTAL BENEFITS
Per Hour:

$ 23.24

OVERTIME PAY
See (B, K, *R) on OVERTIME PAGE
* Two and one half times the hourly rate after the 8th hour

HOLIDAY
Paid: See (5, 6, 7, 11, 12) on HOLIDAY PAGE
Overtime: See (5, 6, 7, 11, 12) on HOLIDAY PAGE

4-CWA-Dist2

Carpenter - Building / Heavy&Highway 07/01/2026

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:	07/01/2026	07/01/2027 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	$ 39.69	$ 2.25*

*To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker $ 27.84

OVERTIME PAY
See (B, E, Q) 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. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

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

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

Supplemental Benefits per hour worked:

$ 19.08	$ 19.69	$ 21.86	$ 22.47

2-42AtSS

Carpenter - Building / Heavy&Highway 07/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES
WAGES (per hour)

Applies to Carpenter (Building/Heavy & Highway/Tunnel), Dockbuilder, Piledriver, Dive Tender, and Diver (Dry):

	07/01/2026
Base Wage	$ 39.55
	+ 6.47*

Applies to Diver (Wet):

Base Wage	$ 50.00
	+ 6.47*

*For all hours paid straight or premium.

SHIFT WORK
SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen percent (15%) of the base wage.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 32.66

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

HOLIDAY
BUILDING:

Paid:	See (1) on HOLIDAY PAGE.
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE.

- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

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

- Holidays that fall on Sunday will be observed Monday
- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay
- If an employee is entitled to a paid holiday, the employee is paid the Holiday wage and supplemental benefits whether they work or not. If an employee works the Holiday, the employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If an employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES
1 Year terms at the following wage rates.

1st	2nd	3rd	4th
$ 19.78	$ 23.73	$ 27.69	$ 31.64
+3.11*	+3.11*	+3.11*	+3.11*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All Terms	$ 17.81

11-279.2B/H&H

Carpenter - Floor Coverer 07/01/2026

JOB DESCRIPTION Carpenter - Floor Coverer **DISTRICT** 11

ENTIRE COUNTIES
Columbia, Sullivan, Ulster

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)

	07/01/2026
Carpet/Resilient Floor Coverer	$ 39.55 +6.47*

* For all hours paid straight or premium

SHIFT WORK
SHIFT DIFFERENTIAL: When mandated by a Government Agency irregular or off shift can be worked. The Carpenter shall receive an additional fifteen (15) percent of wage plus applicable benefits.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 32.66

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

HOLIDAY
BUILDING:
Paid: See (1) on HOLIDAY PAGE.
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE.
- Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:
Paid: See (5, 6, 25) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- Holidays that fall on Sunday will be observed Monday
- Must be employed during the five (5) work days immediately preceding a holiday or during the five (5) work days following the paid holiday to receive holiday pay
- If an employee is entitled to a paid holiday, the employee is paid the Holiday wage and supplemental benefits whether they work or not. If an employee works the Holiday, the employee will receive holiday pay (including supplemental benefits), plus the applicable premium wage for working the Holiday. If an employee works in excess of 8 hours on Holiday, then benefits will be paid for any hours in excess of 8 hours.

REGISTERED APPRENTICES
1 Year terms at the following wage rates.

1st	2nd	3rd	4th
$ 19.78	$ 23.73	$ 27.69	$ 31.64
+3.11*	+3.11*	+3.11*	+3.11*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms	$ 17.81

11-279.2Floor

Electrician 07/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 11

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

PARTIAL COUNTIES
Delaware: Those portions of Colchester and Hancock Townships south of the East Branch of the Delaware River and Andes, Harpersfield, Kortright, Stamford, Bovina, Roxbury, Middletown Townships
Greene: That portion south of a line following the south limits of the City of Catskill in a westerly direction from the Hudson River to Highway 23A along 23A to the road following the little West Kill and continuing along this road to Delaware County.

WAGES

Per hour:

	07/01/2026	04/01/2027
Electrician	$ 52.00 + 10.00*	$ 53.00 + 10.00*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):
- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, or gas masks, they shall receive an additional $5.00 per hour above the regular straight time rate.
- When working in Shafts, Tunnels or on Barges: $5.00 above the Journeyworker rate of pay is to be paid
- When performing welding or cable splicing: $3.00 above the Journeyworker rate of pay is to be paid
- When required to have a NYS Asbestos Certificate: $3.00 above the Journeyworker rate of pay must be paid
- When required to have a CDL: $3.00 above the Journeyworker rate of pay must be paid

SHIFT WORK

SHIFT DIFFERENTIAL: On Public Work in New York State when shift work is mandated either in the job specifications or by the contracting agency, the following rates apply when shift is worked:

Between 4:30pm & 12:30am	$ 61.00 + 10.00*	$ 62.17 + 10.00*
Between 12:30am & 8:30am	$ 68.33 + 10.00*	$ 69.64 + 10.00*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	$ 32.71 plus 3% of straight or premium wage	$ 34.46 plus 3% of straight or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 16, 25) on HOLIDAY PAGE

When the holiday falls on a Saturday it is observed the Friday before. When the holiday falls on a Sunday it is observed on the Monday after.

REGISTERED APPRENTICES

WAGES:
(1)year terms at the following rates
07/01/2026

	1st	2nd	3rd	4th	5th
1st Shift	$ 17.68	$ 20.80	$ 26.00	$ 31.20	$ 36.40
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*
2nd Shift	20.74	24.40	30.50	36.60	42.70
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*
3rd Shift	23.32	27.33	34.16	41.00	47.83
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

09/01/2026

	1st	2nd	3rd	4th	5th
1st Shift	$ 18.20	$ 20.02	$ 22.10	$ 26.26	$ 31.98
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*
2nd Shift	21.35	23.48	25.92	30.80	37.51
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*
3rd Shift	23.91	26.31	29.04	34.51	42.02
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

04/01/2027

	1st	2nd	3rd	4th	5th
1st Shift	$ 18.55	$ 20.41	$ 22.53	$ 26.77	$ 32.60
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*
2nd Shift	21.76	23.94	26.42	31.40	38.23
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*
3rd Shift	24.37	26.81	29.60	35.17	42.83
	+1.00*	+1.00*	+1.50*	+2.00*	+2.50*

*For all hours paid straight or premium, not to be included in 3% calculation for supplemental benefits.

SUPPLEMENTAL BENEFITS per hour:
07/01/2026

1st term	$ 18.61 plus 3% of straight or premium wage
2nd term	$ 18.61 plus 3% of straight or premium wage
3rd term	$ 21.11 plus 3% of straight or premium wage
4th term	$ 21.61 plus 3% of straight or premium wage
5th term	$ 23.61 plus 3% of straight or premium wage

11-363/1

Elevator Constructor — 07/01/2026

JOB DESCRIPTION Elevator Constructor **DISTRICT** 1

ENTIRE COUNTIES
Columbia, Dutchess, Greene, Orange, Putnam, Sullivan, Ulster

PARTIAL COUNTIES
Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford
Rockland: Only the Township of Stony Point.
Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2026	01/01/2027
Mechanic	$ 76.12	$ 79.37
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 38.985*	$ 39.535*

*NOTE: Add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY
See (D, O) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 15, 16) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

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

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

SUPPLEMENTAL BENEFITS per hour:

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

All other terms: Same as Journeyworker

1-138

Glazier — 07/01/2026

JOB DESCRIPTION Glazier **DISTRICT** 8

ENTIRE COUNTIES
Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per hour:

	07/01/2026	11/01/2026
Glazier	$ 66.22	$ 67.20
Scaffolding, including swing scaffold	71.22	72.20
*Mechanical Equipment	67.23	68.20
**Repair & Maintenance	32.82	33.47

*Mechanical equipment, scissor jacks, man lifts, booms & buckets 30' or more, but not pipe scaffolding.
**Repair & Maintenance- All repair & maintenance work on a particular building whenever performed, where the total cumulative Repair & Maintenance contract value is under $202,000.

SUPPLEMENTAL BENEFITS
Per hour:

Glazier, Scaffolding and Mechanical Equipment	$ 44.81	$ 45.74
Repair & Maintenance	$ 26.01	$26.37

OVERTIME PAY
See (B, E, Q, V) on OVERTIME PAGE
For 'Repair & Maintenance' see (B, B2, I, S) on overtime page.

HOLIDAY
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance'
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES
Wage per hour:
(1) year terms at the following wage rates:

	07/01/2026	11/01/2026
1st term	$ 23.68	$ 24.06
2nd term	32.23	32.74
3rd term	42.89	43.55
4th term	52.47	53.23

Supplemental Benefits:
(Per hour)

1st term	$ 20.18	$ 20.56
2nd term	28.85	29.39
3rd term	34.77	35.45
4th term	38.18	38.95

8-1087 (DC9 NYC)

Insulator - Heat & Frost — 07/01/2026

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

ENTIRE COUNTIES
Albany, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Sullivan, Ulster, Warren, Washington

WAGES

Wages per hour	07/01/2026	05/01/2027 Additional
Asbestos Worker*	$ 43.02	$ 2.00**
Insulator*	43.02	2.00**
Firestopping Worker*	36.57	2.00**

(*) On Mechanical Systems only.
(**) To be allocated at a later date.

SHIFT WORK
On government mandated shift work additional 12% of wage for all shifts starting after 3:30 P.M.

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 28.30

OVERTIME PAY
See (*B1, **Q) on OVERTIME PAGE
*B1=Double time begins after 10 hours on Saturday
**Q=Triple time on Labor Day if worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
When a holiday falls on Sunday the following Monday shall be observed as the holiday.

REGISTERED APPRENTICES
Wages per hour

One year terms at the following percentage of Journeyperson's wage.

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

Supplemental Benefits per hour worked:

Apprentices	$ 28.30

Ironworker 07/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 11

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES
Per hour:

	07/01/2026
Structural	$ 53.63
Reinforcing	53.63
Ornamental	53.63
Chain Link Fence	53.63

NOTE: For Reinforcing classification ONLY, Ironworker 4-46Reinf rates apply in Rockland County's southern section (south of Convent Road and east of Blue Hills Road).

SHIFT WORK
On Government Mandated Irregular Workdays or Shift Work, the following wage will be paid:

1st Shift	$ 53.63
2nd Shift	58.99
3rd Shift	64.19

Note- Any shift that works past 12:00 midnight shall receive the 3rd shift differential.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 48.58

OVERTIME PAY
See (B1, Q, V) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES
Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	$ 26.82	$ 32.18	$ 37.55	$ 42.90
2nd Shift	32.34	37.67	43.00	48.32
3rd Shift	35.89	41.55	47.22	52.87

Supplemental Benefits per hour:

	07/01/2026
1st year	$ 42.33
2nd year	43.58
3rd year	44.83
4th year	46.08

11-417

Laborer - Building — 07/01/2026

JOB DESCRIPTION Laborer - Building **DISTRICT** 11

ENTIRE COUNTIES
Orange, Sullivan, Ulster

PARTIAL COUNTIES
Delaware: Only the Townships of Andes, Bovina, Davenport, Delhi, Franklin, Hamden, Harpersfield, Kortright, Meredith, Middletown, Roxbury, and Stamford.
Greene: Only the Township of Catskill.

WAGES
Class 1: Custodial and janitorial work, general cleanup, and flag person.

Class 2: Concrete laborer, mason tending, hod carrier, signal person, pressure blasting and washing, chainsaw, demo saw, pavement breakers, jackhammers, demolition (that is customarily done by laborers), general labor.

Class 3: Jumping jack, excavation and back fill (when using hand or pneumatic tools), air track drills, grading, explosive handler and blaster, grade checker. When OSHA requires negative pressure respirator.

Class 4: Environmental work including but not limited to asbestos abatement, toxic and hazardous abatement, lead abatement work, mold remediation and biohazards.

WAGES: (per hour)	07/01/2026
Class 1	$ 47.10
Class 2	47.90
Class 3	50.05
Class 4	53.35

These rates will cover all work within five feet of the building foundation line.

SHIFT WORK
Shift Differential: On all Governmental mandated irregular or off shift work, an additional 25% of wage is required. The 25% shift differential will be paid on public works contract for shifts or irregular workdays outside the normal working hours for 2nd and 3rd shifts or irregular workday or when mandated or required by state, federal, county, local or other governmental agency contracts.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 35.05
Shift	42.61

OVERTIME PAY
See (B, *E, E5, **Q) on OVERTIME PAGE
*For first 8 hours on Saturday
** When an employee is required to work on a Holiday that falls on a Monday through Friday, the employee shall be paid double the hourly rate and (1) hour benefits for every hour paid. When an employee is required to work on a holiday which falls on a Sunday the employee shall be paid three (3) times the hourly rate and one (1) hour benefits for every hour worked. When an employee is required to work on a holiday which falls on a Saturday the employee shall be paid two and a half (2.5) times the hourly rate and one hour benefits for every hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE
When a Holiday falls on a Saturday, Holiday shall be observed Friday. When a Holiday falls on a Sunday, Holiday shall be observed Monday.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2026
1st term	$ 30.60
2nd term	35.35
3rd term	40.05
4th term	44.75

Supplemental Benefits per hour:

All Terms Regular	$ 31.45
All Terms Shift Rate	38.08

11-17.BA

Laborer - Heavy&Highway 07/01/2026

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Orange, Sullivan, Ulster

PARTIAL COUNTIES
Delaware: Only the Townships of Andes, Bovina, Middletown, Roxbury,Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield,Meredith, and Davenport.
Greene: Only the Township of Catskill.

WAGES
CLASS 1: Flag person, gate person.

CLASS 2: General laborer, chuck tender, nipper, powder carrier, magazine tender, concrete men, vibrator men, mason tender, mortar men, traffic control, custodial work, temporary heat, pump men, pit men, dump men, asphalt men, joint setter, signalman, pipe men, riprap, dry stone layers, jack hammer, bush hammer, pavement breaker, men on mulching & seeding machines, all seeding & sod laying, landscape work, walk behind self-propelled power saws, grinder, walk behind rollers and tampers of all types, burner men, filling and wiring of baskets for gabion walls, chain saw operator, railroad track laborers, power buggy, plaster & acoustic pump, power brush cutter, retention liners, walk behind surface planer, chipping hammer, manhole, catch basin or inlet installing, retaining walls(drystack mortarless masonry), mortar mixer, laser men, guiderail/guardrail (except on bridges). *Micro paving and crack sealing.

CLASS 3: Asbestos, toxic, bioremediation and Phyto-remediation, lead or hazardous materials abatement when certification or license is required, Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power.

CLASS 4: Asphalt screed man, blaster, all laborers involved in pipejacking and boring operations not exceeding more than 10 feet into pipe, boring or drilled area.

WAGES: (per hour)	07/01/2026	06/01/2027
Class 1	$ 47.05	$ 49.05
Class 2	51.00	53.20
Class 3	56.05	58.45
Class 4	61.50	64.10

* When laborers are performing micro paving, crack sealing or slurry application when not part of asphalt prep operations laborers shall receive an additional $2.50 per hour over rate.

SHIFT WORK
SHIFT DIFFERENTIAL: Night work and irregular shift require 20% increase on wages for all Government mandated night and irregular shift work.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 35.28	$ 36.78
Shift	41.37	43.15

OVERTIME PAY
See (B, E, P, *R, **S, ***T) on OVERTIME PAGE
*For Mon-Fri Holidays, Double Benefits to be paid for all hours worked.
**For Saturday Holidays or Saturday Holidays that are recognized on Friday , Double Benefits for all hours worked.
***For Sunday Holidays or Sunday Holidays that are recognized on Monday , Double Benefits for all hours worked.

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
To be eligible for a paid holiday, an employee must work at least two (2) days in the calendar week or payroll week in which the holiday falls.

REGISTERED APPRENTICES

(1000) hour terms at the following wages.

	07/01/2026
1st term	$ 30.60
2nd term	35.35
3rd term	40.05
4th term	44.75

Supplemental Benefits per hour:

All Terms Regular	$ 31.45
All Terms Shift Rate	36.75

11-17.1H/H

Laborer - Tunnel 07/01/2026

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 11

ENTIRE COUNTIES
Columbia, Dutchess, Greene, Orange, Otsego, Putnam, Rockland, Sullivan, Ulster, Westchester

PARTIAL COUNTIES
Chenango: Townships of Columbus, Sherburne and New Berlin.
Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES
Class 1: All support laborers/sandhogs working above the shaft or tunnel.

Class 2: All laborers/sandhogs working in the shaft or tunnel.

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2026
Class 1	$ 60.30
Class 2	62.45
Class 4	68.85
Class 5	53.15

Toxic and hazardous waste, lead abatement and asbestos abatement work will be paid an additional $ 3.00 an hour.

SUPPLEMENTAL BENEFITS
Per hour:

Benefit 1	$ 39.23
Benefit 2	55.66
Benefit 3	72.08

Benefit 1 applies to straight time hours, paid holidays not worked.
Benefit 2 applies to over 8 hours in a day (M-F) and Saturday hours worked.
Benefit 3 applies to Sunday and Holiday hours worked.

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

HOLIDAY
Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16, 25) on HOLIDAY PAGE
When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES
FOR APPRENTICE RATES, refer to the appropriate Laborer Heavy & Highway wage rate contained in the wage schedule for the County and location where the work is to be performed.

11-17/60/235/754Tun

Lineman Electrician 07/01/2026

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

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

WAGES
A Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors, assembly of all electrical materials, conduit, pipe, or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

Crane Operators: Operation of any type of crane on line projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on line projects.
Digging Machine Operator: All other digging equipment and augering on line projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines. Also includes digging of holes for poles, anchors, footer, and foundations for electrical equipment.

-----Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. Includes access matting for line work.

Per hour:	07/01/2026	05/03/2027	05/01/2028
Group A:			
Lineman, Technician	$ 64.37	$ 66.84	$ 69.47
Crane, Crawler Backhoe	64.37	66.84	69.47
Welder, Cable Splicer	64.37	66.84	69.47
Group B:			
Digging Mach. Operator	$ 57.93	$ 60.16	$ 62.52
Group C:			
Tractor Trailer Driver	$ 54.71	$ 56.81	$ 59.05
Groundman, Truck Driver	51.50	53.47	55.58
Equipment Mechanic	51.50	53.47	55.58
Group D:			
Flagger	$ 35.40	$ 36.76	$ 38.21

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work." Includes access matting for line work.

Group A:			
Lineman, Technician	$ 64.37	$ 66.84	$ 69.47
Crane, Crawler Backhoe	64.37	66.84	69.47
Cable Splicer	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	$ 67.59	$ 70.18	$ 72.94
Group B:			
Digging Mach. Operator	$ 57.93	$ 60.16	$ 62.52
Group C:			
Tractor Trailer Driver	$ 54.71	$ 56.81	$ 59.05
Groundman, Truck Driver	51.50	53.47	55.58
Equipment Mechanic	51.50	53.47	55.58

Group D:			
Flagger	$ 35.40	$ 36.76	$ 38.12

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all railroad catenary installation and maintenance, third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. Includes access matting for line work.

Group A:			
Lineman, Tech, Welder	$ 65.81	$ 68.34	$ 71.03
Crane, Crawler Backhoe	65.81	68.34	71.03
Cable Splicer	72.39	75.17	78.13
Certified Welder, Pipe Type Cable	69.10	71.76	74.58
Group B:			
Digging Mach. Operator	$ 59.23	$ 61.51	$ 63.93
Group C:			
Tractor Trailer Driver	$ 55.94	$ 58.09	$ 60.38
Groundman, Truck Driver	52.65	54.67	56.82
Equipment Mechanic	52.65	54.67	56.82
Group D:			
Flagger	$ 36.20	$ 37.59	$ 39.07

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

-----Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. Includes access matting for line work.

Group A:			
Lineman, Tech, Welder	$ 67.10	$ 69.68	$ 72.43
Crane, Crawler Backhoe	67.10	69.68	72.43
Group B:			
Digging Mach. Operator	$ 60.39	$ 62.71	$ 65.19
Group C:			
Tractor Trailer Driver	$ 57.04	$ 59.23	$ 61.57
Groundman, Truck Driver	53.68	55.74	57.94
Equipment Mechanic	53.68	55.74	57.94
Group D:			
Flagger	$ 36.91	$ 38.32	$ 39.84

Additional 3% per hour above regular rate for entire crew when a helicopter is used. This will increase to 5% on May 03, 2027.

SHIFT WORK

The following rates will apply on all contracting agency mandated multiple shifts of at least five (5) days duration worked between the hours listed below:

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

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2026	05/03/2027	05/01/2028
Group A	$ 32.91*	$ 34.41*	$ 35.91*
Group B	$ 28.91*	$ 30.41*	$ 31.91*
Group C	$ 28.51*	$ 29.71*	$ 30.91*
Group D	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Contracting Agency.
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, 25) on HOLIDAY PAGE
Overtime See (5, 6, 8, 15, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2026	05/03/2027	05/01/2028
All terms:	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249a

Lineman Electrician - Teledata — 07/01/2026

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

NOTE: Applies to all public work and covered private projects, including those receiving ConnectAll funding subject to LL 224-E,solicited prior to July 1, 2025. For all projects, excluding dial-up internet access service, solicited on or after July 1, 2025, please see BROADBAND

Per hour:	07/01/2026	01/04/2027	01/03/2028	01/01/2029
Cable Splicer	$ 42.03	$ 43.30	$ 44.59	$ 45.93
Installer, Repairman	39.89	41.09	42.32	43.59
Teledata Lineman	39.89	41.09	42.32	43.59
Tech., Equip. Operator	39.89	41.09	42.32	43.59
Groundman/Flagger	21.14	21.78	22.43	23.10

For outside work, stopping at first point of attachment (demarcation).

NOTE: EXCLUDES Teledata work within ten (10) feet of High Voltage (600 volts and over) transmission lines. For this work, please see LINEMAN.

SHIFT WORK

The following rates apply when the contracting agency mandates multiple shifts of at least five (5) days duration are worked. When two (2) or three (3) shifts are worked the following rates apply:

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	$ 6.18 plus 4%*	$ 6.43 plus 5%*	$ 6.43 plus 6%*	$ 6.68 plus 7%*

*NOTE: The percentage (%) listed above is based on the hourly wage paid, straight time rate or premium time rate.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting 07/01/2026

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting **DISTRICT** 6

ENTIRE COUNTIES
Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES
Lineman/Technician shall perform all overhead aerial work. A Lineman/Technician on the ground will install all electrical panels, connect all grounds, install and connect all electrical conductors which includes, but is not limited to road loop wires; conduit and plastic or other type pipes that carry conductors, flex cables and connectors, and to oversee the encasement or burial of such conduits or pipes.

Crane Operators: Operation of any type of crane on Traffic Signal/Lighting projects.
Crawler Backhoe: Operation of tracked excavator/crawler backhoe with 1/2 yard bucket or larger on Traffic Signal/Lighting projects.
Digging Machine Operator: All other digging equipment and augering on Traffic Signal/Lighting projects.

A Groundman/Truck Driver shall: Build and set concrete forms, handle steel mesh, set footer cages, transport concrete in a wheelbarrow, hand or machine concrete vibrator, finish concrete footers, mix mortar, grout pole bases, cover and maintain footers while curing in cold weather, operate jack hammer, operate hand pavement breaker, tamper, concrete and other motorized saws, as a drill helper, operate and maintain generators, water pumps, chainsaws, sand blasting, operate mulching and seeding machine, air tools, electric tools, gas tools, load and unload materials, hand shovel and/or broom, prepare and pour mastic and other fillers, assist digger operator/equipment operator in ground excavation and restoration, landscape work and painting. Only when assisting a lineman technician, a groundman/truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.

Per hour:	07/01/2026	05/03/2027	05/01/2028
Group A:			
Lineman, Technician	$ 56.70	$ 58.85	$ 61.15
Crane, Crawler Backhoe	56.70	58.85	61.15
Certified Welder	59.54	61.79	64.21
Group B:			
Digging Machine	$ 51.03	$ 52.97	$ 55.04
Group C:			
Tractor Trailer Driver	$ 48.20	$ 50.02	$ 51.98
Groundman, Truck Driver	45.36	47.08	48.92
Equipment Mechanic	45.36	47.08	48.92
Group D:			
Flagger	$ 34.02	$ 35.31	$ 36.69

Above rates are applicable for installation, testing, operation, maintenance and repair on all Traffic Control (Signal) and Illumination (Lighting) projects, Traffic Monitoring Systems, and Road Weather Information Systems. Includes digging of holes for poles, anchors, footer foundations for electrical equipment; assembly of all electrical materials or raceway; placing of fish wire; pulling of cables, wires or fiber optic cable through such raceways; splicing of conductors; dismantling of such structures, lines or equipment.

SHIFT WORK
The following rates will apply on all contracting agency mandated multiple shifts of at least five (5) days duration worked between the hours listed below:

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

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2026	05/03/2027	05/01/2028
Group A	$ 32.91*	$ 34.41*	$ 35.91*
Group B	$ 28.91*	$ 30.41*	$ 31.91*
Group C	$ 28.51*	$ 29.71*	$ 30.91*
Group D	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Contracting Agency.
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, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of the applicable Journeyworker's Lineman wage.

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

SUPPLEMENTAL BENEFITS per hour:

	07/01/2026	05/03/2027	05/01/2028
All terms:	$ 28.41*	$ 29.54*	$ 30.67*

*NOTE: Plus 7% of the hourly wage paid. The 7% is based on the straight time rate or the premium time rate.

6-1249aReg8LT

Lineman Electrician - Tree Trimmer — 07/01/2026

JOB DESCRIPTION Lineman Electrician - Tree Trimmer **DISTRICT** 6

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

WAGES
Applies to line clearance, tree work and right-of-way preparation on all new or existing energized overhead or underground electrical, telephone and CATV lines. This also includes stump removal near underground energized electrical lines including telephone and CATV lines.

Per hour:	07/01/2026	01/01/2027	01/03/2027
Tree Trimmer	$ 34.67	$ 34.67	$ 36.23
Equipment Operator	30.67	30.67	32.05
Equipment Mechanic	30.67	30.67	32.05
Truck Driver	24.93	24.93	26.05
Groundman	20.53	20.53	21.45
Flagger	16.20	16.20*	16.93

* This rate may be subject to a minimum wage increase 01/01/2027.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 11.23*	$ 11.48*	$ 11.48*

*NOTE: Plus 4.5% of the hourly wage paid. The 4.5% is based on the straight time rate or the premium time rate.

OVERTIME PAY
See (B, E, Q, X) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE
NOTE: All paid holidays falling on a Saturday shall be observed on the preceding Friday. All paid holidays falling on a Sunday shall be observed on the following Monday.

6-1249TT

Mason - Building 07/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 11

ENTIRE COUNTIES
Dutchess, Sullivan, Ulster

PARTIAL COUNTIES
Orange: Entire county except the Township of Tuxedo.

WAGES
Per hour:

	07/01/2026
Bricklayer	$ 49.18
Cement Mason	49.18
Plasterer/Stone Mason	49.18
Pointer/Caulker	49.18

Additional $1.00 per hour for power saw work
Additional $0.50 per hour for swing scaffold or staging work

SHIFT WORK
SHIFT WORK: When shift work or an irregular workday is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:
Irregular workday requires 15% premium
Second shift an additional 15% of wage plus benefits to be paid
Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 39.56

OVERTIME PAY

Cement Mason	See (B, E, Q, W) on OVERTIME PAGE.
All Others	See (B, E, E2, Q) on OVERTIME PAGE.

HOLIDAY

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 16, 25) on HOLIDAY PAGE

Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following percentage of Journeyworker's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of Journeyworker's supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

11-5du-b

Mason - Building 07/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:	07/01/2026	12/07/2026 Additional	06/07/2027 Additional
Tile, Marble,& Terrazzo Mechanic/Setter	$ 59.47	$ 1.13	$ 1.24

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker: $ 27.21*
+ 6.18

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

OVERTIME PAY
See (B, E, Q) on OVERTIME PAGE
Double time rate applies after 10 hours

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage per hour:

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500
07/01/2026									
$23.09	$28.32	$35.65	$40.86	$44.67	$48.38	$52.23	$57.45	$59.83	$66.35

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
$13.05* + 0.77	$13.05* + 0.82	$16.16* + 0.93	$16.16* + 0.98	$17.16* + 1.45	$18.66* + 1.51	$19.66* + 1.94	$19.66* + 1.99	$19.96* + 4.59	$30.56* + 8.56

9-7/52B

Mason - Building — 07/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:	07/01/2026	12/07/2026	06/07/2027
Building		Additional	Additional
Tile, Marble, &		$ 0.96*	$ 1.05*
Terrazzo Finisher	$ 48.78		

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Journeyworker:

Per Hour $ 24.06*
+ 6.04

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

OVERTIME PAY
See (A, *E, Q) on OVERTIME PAGE
*Double time rate applies after 10 hours on Saturdays.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 11, 15, 16, 25) on HOLIDAY PAGE

9-7/88B-tf

Mason - Building — 07/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Sullivan, Ulster, Westchester

WAGES
Per Hour:

	07/01/2026	01/04/2027 Additional
Marble Cutters & Setters	$ 65.61	$ 0.75

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker	$ 41.38

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage Per Hour:

750 hour terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th
0-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6750	6751-7500	7500+
07/01/2026							
$28.35	$42.51	$46.05	$49.59	$53.14	$55.76	$65.61	$65.61

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th
07/01/2026							
$27.95	$30.68	$31.37	$32.05	$32.73	$39.34	$41.38	$41.38

9-7/4

Mason - Heavy&Highway — 07/01/2026

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Dutchess, Sullivan, Ulster

PARTIAL COUNTIES
Orange: Entire county except the Township of Tuxedo.

WAGES
Per hour:

	07/01/2026
Bricklayer	$ 49.68
Cement Mason	49.68
Marble/Stone Mason	49.68
Plasterer	49.68
Pointer/Caulker	49.68

Additional $1.00 per hour for power saw work
Additional $0.50 per hour for swing scaffold or staging work

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 39.56

OVERTIME PAY

Cement Mason	See (B, E, Q, W)
All Others	See (B, E, Q)

HOLIDAY

Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

- Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.
- Supplemental Benefits are not paid for paid Holiday
- If Holiday is worked, Supplemental Benefits are paid for hours worked.
- Whenever an Employee works within three (3) calendar days before a holiday, the Employee shall be paid for the Holiday.

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyworker's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

Supplemental Benefits per hour

750 hour terms at the following percentage of Journeyworker's supplements

1st	2nd	3rd	4th	5th	6th	7th	8th
50%	55%	60%	65%	70%	75%	80%	85%

11-5du-H/H

Millwright 07/01/2026

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:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Millwright - Power Generation	$ 50.00	$ 3.00*	$ 3.00*

* To be allocated at a later date.

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $ 1.75 per hour provided they are directed to weld.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional $ 1.50 per hour.
- An employee performing the work of a machinist shall receive an additional $ 2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $ 1.00 per hour.

SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyworker $ 28.45*

*NOTE: Subject to OT premium

OVERTIME PAY

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

HOLIDAY

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

NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

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

Appr. 1st year	65%*
Appr. 2nd year	75%*

Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.96
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

6-1163Power

Millwright 07/01/2026

JOB DESCRIPTION Millwright **DISTRICT** 2

ENTIRE COUNTIES
Columbia, Greene, Sullivan, Ulster

WAGES

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Building	$ 46.98	$ 3.00*	$ 3.00*
Heavy & Highway	50.48	3.00*	3.00*

*To be allocated at a later date.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to weld.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 31.55

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
Wages per hour:

(1)year terms at the following percentage of Journeyworker's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to weld.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour for Building work.

- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS per hour:

Apprentices:

1st term	$ 11.96
2nd term	25.67
3rd term	27.63
4th term	29.59

2-1163.3

Operating Engineer - Building / Heavy&Highway 07/01/2026

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Delaware, Orange, Rockland, Sullivan, Ulster

WAGES
CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.
CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.
CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.
CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.
CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Bridge Deck Groover; Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combination Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmer-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Bauer, AMI and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds. and over); Gradall's; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer);Juntann Pile Driver; Locomotive (Large);Magni (Winch); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer(Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist"**; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines, Squeezecrete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle"Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Barrier Moving Machine-Zipper; Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer(except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instantcrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzel, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Magni (Forks); Maintenance - Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self- propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Pot Hole Killer Trucks or equivalent; Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used in conjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maintenance of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flow type Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

	07/01/2026
Class A5	$ 69.72 plus 5.00*
Class A4	68.72 plus 5.00*
Class A3	67.72 plus 5.00*
Class A2	65.22 plus 5.00*
Class A1	64.22 plus 5.00*
Class A	63.22 plus 5.00*
Class B	61.63 plus 5.00*
Class C	59.72 plus 5.00*
Class D	58.09 plus 5.00*
Class E	54.38 plus 5.00*
Safety Engineer	63.96 plus 5.00*
Helicopter:	
Pilot/Engineer	65.04 plus 5.00*
Co Pilot	63.22 plus 5.00*
Communications Engineer	63.22 plus 5.00*
Surveying:	
Chief of Party	63.22 plus 5.00*
Transit/Instrument Man	54.38 plus 5.00*
Rod/Chainman	53.80 plus 5.00*

Additional $0.75 for Survey work Tunnel under compressed air.

Additional $0.50 for Hydrographic work.

*The $5.00 is added to the Class Base Wage for all hours paid. Additionally, the $5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

**Outside Material Hoist (Class B) receives additional $1.00 per hour on 110 feet up to 199 feet total height, $2.00 per hour on 200 feet and over total height.

- On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SHIFT WORK
- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 36.75*

*15% premium is also required on shift work benefits

OVERTIME PAY
See (B, E, Q, *V, X) on OVERTIME PAGE
*15% premium is also required on shift work benefits

HOLIDAY
Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE
Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES
(1) year terms at the following percentage of Journeyworker's wage:

1st year	60% of Class base wage plus $5.00*
2nd year	70% of Class base wage plus $5.00*
3rd year	80% of Class base wage plus $5.00*
4th year	90% of Class base wage plus $5.00*

*The $5.00 is added to the Class Base Wage for all hours paid. Additionally, the $5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices	$ 36.75*

*15% premium is also required on shift work benefits

11-825

Operating Engineer - Marine Dredging — 07/01/2026

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 wage rates do not apply to Operating Engineers on land-based construction projects. For those projects, refer to the Operating Engineers Heavy/Highway rates. The wage rates listed below apply specifically to all equipment and operators involved in marine dredging work within navigable waters located in the counties listed above.

Per Hour:	07/01/2026	10/01/2026
CLASS A1 Deck Captain, Leverman, Mechanical Dredge Operator, Licensed Tug Operator with MOTV	$ 48.48	$ 49.94
CLASS A2 Crane Operator (360 swing)	43.20	44.50

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 I/II, Fill Placer, Engineer, Chief Mate, Electrician,Chief Welder,Maintenance Engineer, Licensed Boat, Crew Boat Operator	41.93	43.18
CLASS B2 Certified Welder	39.46	40.65
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	38.38	39.53
CLASS C2 Boat Operator	37.15	38.26
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	30.86	31.79

SUPPLEMENTAL BENEFITS
Per Hour:
THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes:	7% of Hourly Straight time wage + $12.00.	7.5% of Hourly Straight time wage + $12.00.

- Additional $0.63 per hour for Overtime hours

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 - Steel Erectors 07/01/2026

JOB DESCRIPTION Operating Engineer - Steel Erectors **DISTRICT** 11

ENTIRE COUNTIES
Delaware, Orange, Rockland, Sullivan, Ulster

WAGES
CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame; Cherry Pickers(10 tons and under); Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms; Straddle Carrier

CLASS C: Aerial Platform used as Hoist; Compressors (2 or 3 in Battery); Concrete cleaning/ decontamination machine operator; Directional Boring Machines; Elevator or House Cars; Conveyers and Tugger Hoists; Fireman; Fork Lifts; Generators (2 or 3 in Battery); Heavy Equipment Robotics Operator/Technician; Master Environmental Maintenance Technician; Maintenance -Utility Man; Rod Bending Machines (Power); Captain(powerboat); Tug Master; Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine; Welding Machines(gas or electric,2 or 3 in battery, including diesels); Transfer Machine; Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation

CLASS D: Compressor (single); Welding Machines (Gas, Diesel, and/or Electric Converters of any type); Welding System Multiple (Rectifier Transformer type)

CLASS E: Assistant Engineer/Oiler; Maintenance Apprentice (Deck Hand);Drillers Helper; Maintenance Apprentice (Oiler); Mechanics' Helper; Transit/Instrument Man

WAGES:(per hour)

	07/01/2026	07/01/2027 Additional
Class A3	$ 71.74 plus 5.00*	$3.50**
Class A2	70.08 plus 5.00*	
Class A1	67.74 plus 5.00*	
Class A	65.68 plus 5.00*	
Class B	62.79 plus 5.00*	
Class C	60.13 plus 5.00*	
Class D	58.60 plus 5.00*	
Class E	54.84 plus 5.00*	
Vacuum Truck	63.55 plus 5.00*	
Safety Engineer	64.41 plus 5.00*	
Helicopter:		
Pilot/Engineer	67.24 plus 5.00*	
Co Pilot	66.85 plus 5.00*	
Communications Engineer	66.85 plus 5.00*	
Surveying:		
Chief of Party	63.55 plus 5.00*	
Transit/Instrument man	54.84 plus 5.00*	
Rod/Chainman	63.80 plus 5.00*	

Additional $0.75 for Survey work Tunnels under compressed air.
Additional $0.50 for Hydrographic work.

*The $5.00 is added to the Class Base Wage for all hours paid. Additionally, the $5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

**To be allocated at a later date

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus $5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus $ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SHIFT WORK
- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 36.75*

*15% premium is also required on shift work benefits

OVERTIME PAY
See (B, E, Q, *V, X) on OVERTIME PAGE
*15% premium is also required on shift work benefits

HOLIDAY

Paid:	See (5, 6, 10, 13, 15) on HOLIDAY PAGE
Overtime:	See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES
(1) year terms at the following percentage of Journeyworker's wage.

1st year	60% of Class base wage plus $5.00*
2nd year	70% of Class base wage plus $5.00*
3rd year	80% of Class base wage plus $5.00*
4th year	90% of Class base wage plus $5.00*

*The $5.00 is added to the Class Base Wage for all hours paid. Additionally, the $5.00 is subject to the V-Code listed on the OVERTIME CODE Sheet.

Supplemental Benefits per hour:

Apprentices	$ 36.75*

*15% premium is also required on shift work benefits

11-825SE

Painter — 07/01/2026

JOB DESCRIPTION Painter **DISTRICT** 1

ENTIRE COUNTIES
Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES
Per hour

	07/01/2026	05/01/2027 Additional
Brush/Paper Hanger	$ 42.27	$ 2.47*
Dry Wall Finisher	42.27	2.47*
Lead Abatement	42.27	2.47*
Sandblaster-Painter	42.27	2.47*
Spray Rate	43.27	2.47*

*To be allocated at a later date.

See Bridge Painting rates for the following work:
All work performed on tanks, structural steel, all bridges, towers, smoke stacks, flag poles. All employees working on objects with the use of swing stage, boatswain chair, pick and cable. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 28.29

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

HOLIDAY

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

REGISTERED APPRENTICES
Wages per hour

Six (6) month terms at the following percentage of Journeyperson's wage

1st	2nd	3rd	4th	5th	6th
50%	55%	65%	75%	85%	95%

Supplemental Benefits per hour worked

1st term	$ 12.09
All others	28.29

1-155

Painter - Bridge & Structural Steel — 07/01/2026

JOB DESCRIPTION Painter - Bridge & Structural Steel **DISTRICT** 8

ENTIRE COUNTIES
Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per Hour:
STEEL:

Bridge Painting:	07/01/2026	10/01/2026
	$ 57.00*	Additional
	+ 12.90**	+ 3.64***

ADDITIONAL $7.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

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

** For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

*** To be allocated a later date

NOTE: Generally, for Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

SHIFT WORK
When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS
Per Hour:
Journeyworker:

$ 13.49
+ 31.67*

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES
Wage - Per hour:
Apprentices: (1) year terms.

	07/01/2026
1st year	$ 22.80*
	+ 5.64**
2nd year	$ 34.20*
	+ 7.74**
3rd year	$ 45.60*
	+ 10.31**

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

** For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (50 hour cap).

Supplemental Benefits - Per hour:

1st year $ 13.74

2nd year	$ 8.09* + 18.99
3rd year	$ 10.79* + 25.34

*Portion not applicable to May 1st to November 15th and Nov 16th to April 30th period mentioned above.

8-DC-9/806/155-BrSS

Painter - Line Striping — 07/01/2026

JOB DESCRIPTION Painter - Line Striping **DISTRICT** 8

ENTIRE COUNTIES
Albany, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Nassau, Orange, Putnam, Rensselaer, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES
Per hour:

Painter (Striping-Highway):	07/01/2026	04/01/2027
Striping-Machine Operator*	$ 36.93	$ 38.45
Linerman Thermoplastic	44.44	46.22

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

SHIFT WORK
When directly specified in public agency or authority contract documents there shall be a 30% night shift premium pay differential for all work performed after 9:00pm and before 5:00am.

SUPPLEMENTAL BENEFITS
Per hour paid:
Journeyworker:

Striping Machine Operator:	$ 24.95	$ 25.60
Linerman Thermoplastic:	24.95	25.60

OVERTIME PAY
See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 20) on HOLIDAY PAGE
Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES
One (1) year terms at the following wage rates:

	07/01/2026
1st Term:	$ 21.18
2nd Term:	27.40
3rd Term:	33.30

Supplemental Benefits per hour:

1st term:	$ 18.06
2nd term:	22.14
3rd term:	25.59

8-1456-LS

Painter - Metal Polisher — 07/01/2026

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

	07/01/2026
Metal Polisher	$ 41.33
Metal Polisher*	42.43
Metal Polisher**	45.33

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker:
All classifications $ 13.99

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:

	07/01/2026
1st year	$ 20.67
2nd year	22.73
3rd year	24.80
1st year*	$ 21.06
2nd year*	23.17
3rd year*	25.34
1st year**	$ 23.17
2nd year**	25.23
3rd year**	27.30

*Note: Applies on New Construction & complete renovation
** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:
Per hour:

1st year	$ 9.19
2nd year	9.19
3rd year	9.19

8-8A/28A-MP

Plumber — 07/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 11

ENTIRE COUNTIES
Orange, Rockland, Sullivan

PARTIAL COUNTIES
Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk, Ellenville up to Napanoch Prison.

WAGES
REFRIGERATION: For commercial and industrial refrigeration which means service, maintenance, and installation work where the combined compressor tonnage does not exceed 40 tons.
AIR CONDITIONING: Air conditioning to be installed that is water cooled shall not exceed 25 tons. This will include the piping of the component system and erection of water tower. Air conditioning that is air cooled shall not exceed 50 tons.

WAGES: (per hour)

	07/01/2026
Plumber-HVAC	$ 43.74

Star Certification: an additional $ 1.00 per hour over scale will be paid to all those who have Star Certification.

SHIFT WORK
Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular workday or for 2nd and 3rd shift.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker $ 38.13*

*For overtime or shift differential work, $0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

OVERTIME PAY
See (B, G, P, *V) on OVERTIME PAGE
* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

HOLIDAY
Paid: See (5, 6, 13, 15, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 13, 15, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1)year terms at the following wage.

	07/01/2026
1st term	$ 19.68
2nd term	24.06
3rd term	28.43
4th term	32.81
5th term	37.18

Supplemental Benefits per hour:
Apprentices

1st term	$ 17.23*
2nd term	21.03*
3rd term	24.83*
4th term	28.64*
5th term	32.44*

*For overtime or shift differential work, $0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.
11-373 Refrig

Plumber — 07/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 11

ENTIRE COUNTIES
Orange, Rockland, Sullivan

PARTIAL COUNTIES
Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk, Ellenville up to Napanoch Prison.

WAGES

WAGES:(per hour)	07/01/2026	05/01/2027 Additional
Plumber/Steamfitter	$ 55.20	+ $3.00*

(*) To be allocated at a later date

Note: For all work 40-60 feet above ground add $ 0.25 per hour, over 60 feet add $ 0.50 per hour.

SHIFT WORK
Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular workday or for 2nd and 3rd shift.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 48.07*

*For overtime or shift differential work, $0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

OVERTIME PAY
See (B, E, Q, *V) on OVERTIME PAGE
* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE
When a holiday falls on a Saturday, the day prior shall be considered and recognized as the holiday. When a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

REGISTERED APPRENTICES
(1) year terms at the following wages.

	07/01/2026
1st term	$ 24.84
2nd term	30.36
3rd term	35.88
4th term	41.40
5th term	46.92

Supplemental Benefits per hour:

1st term	$ 21.69*
2nd term	26.50*
3rd term	31.28*
4th term	36.10*
5th term	40.88*

*For overtime or shift differential work, $0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.
11-373 SF

Plumber — 07/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 8

ENTIRE COUNTIES
Dutchess

PARTIAL COUNTIES
Delaware: Only the Townships of Middletown and Roxbury.
Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES

Per hour:	07/01/2026
Plumber & Steamfitter	$ 62.42

SHIFT WORK
SHIFT WORK:
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker:	$ 46.79

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1)year terms at the following rates:

	07/01/2026
1st year	$ 23.95
2nd year	32.97
3rd year	38.26
4th year	45.83
5th year	52.70

Supplemental Benefits per hour:

1st year	$ 19.70

2nd year	25.30
3rd year	29.38
4th year	34.03
5th year	37.62

8-21.2-SF

Plumber - HVAC / Service 07/01/2026

JOB DESCRIPTION Plumber - HVAC / Service **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Putnam, Westchester

PARTIAL COUNTIES
Delaware: Only the townships of Middletown and Roxbury
Ulster: Entire County(including Wallkill and Shawangunk Prisons) except for remainder of Town of Shawangunk and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES
Per hour: 07/01/2026

HVAC Service	$ 45.43
	+ $ 4.52*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker HVAC Service
$ 33.34

OVERTIME PAY
See (B, F, R) on OVERTIME PAGE

HOLIDAY
Paid: See (5, 6, 16, 25) on HOLIDAY PAGE
Overtime: See (5, 6, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
HVAC SERVICE
(1)year terms at the following wages:

1st yr.	2nd yr.	3rd yr.	4th yr.	5th yr.
$ 20.56	$ 24.42	$ 30.35	$ 37.33	$ 40.63
+$2.45*	+$2.79*	+$3.34*	+$4.00*	+$4.26*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour:

Apprentices 07/01/2026

1st term	$ 22.81
2nd term	24.68
3rd term	26.69
4th term	29.49
5th term	31.46

8-21.1&2-SF/Re/AC

Plumber - Jobbing & Alterations 07/01/2026

JOB DESCRIPTION Plumber - Jobbing & Alterations **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Putnam, Westchester

PARTIAL COUNTIES
Ulster: Entire county (including Wallkill and Shawangunk Prisons in Town of Shawangunk) EXCEPT for remainder of Town of Shawangunk, and Towns of Plattekill, Marlboro, and Wawarsing.

WAGES
Per hour: 07/01/2026

Journeyworker: $ 52.14

Repairs, replacements and alteration work is any repair or replacement of a present plumbing system that does not change existing roughing or water supply lines.

SHIFT WORK
When directly specified in public agency or authority contract documents, shift work outside the regular hours of work shall be comprised of eight (8) hours per shift not including Saturday, Sundays and holidays. One half (1/2) hour shall be allowed for lunch after the first four (4) hours of each shift. Wage and Fringes for shift work shall be straight time plus a shift premium of twenty-five (25%) percent. A minimum of five days Monday through Friday must be worked to establish shift work.

SUPPLEMENTAL BENEFITS
Per hour:
Journeyworker
$ 38.99

OVERTIME PAY
See (B, *E, E2, Q, V) on OVERTIME PAGE
*When used as a make-up day, hours after 8 on Saturday shall be paid at time and one half.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES
(1) year terms at the following wages:

1st year	$ 22.32
2nd year	24.83
3rd year	27.16
4th year	38.07
5th year	40.25

Supplemental Benefits per hour:

1st year	$ 13.07
2nd year	15.31
3rd year	19.67
4th year	26.65
5th year	28.88

8-21.3-J&A

Roofer — 07/01/2026

JOB DESCRIPTION Roofer **DISTRICT** 9

ENTIRE COUNTIES
Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour:	07/01/2026	05/01/2027 Additional
Roofer/Waterproofer	$ 52.50 + $7.00*	+ $ 3.00

* This portion is not subjected to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS
Per Hour: $ 33.12

OVERTIME PAY
See (B, H) on OVERTIME PAGE
Note: An observed holiday that falls on a Sunday will be observed the following Monday.

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

REGISTERED APPRENTICES
(1) year term apprentices indentured prior to 01/01/2023

1st	2nd	3rd	4th
$ 18.38	$ 26.25 + 3.50*	$ 31.50 + 4.20*	$ 39.38 + 5.26*

Supplemental Benefits:

1st	2nd	3rd	4th
$ 4.32	$ 16.94	$ 20.17	$ 25.03

* This portion is not subjected to overtime premiums.

(1) year term apprentices indentured after 01/01/2023

1st	2nd	3rd	4th	5th
$ 19.95	$ 23.63	$ 26.25	$ 31.50	$ 39.38
	+ 3.16*	+ 3.50*	+ 4.20*	+ 5.26*

Supplemental Benefits:

1st	2nd	3rd	4th	5th
$ 8.15	$ 15.32	$ 16.94	$ 20.17	$ 25.03

* This portion is not subjected to overtime premiums.

9-8R

Sheetmetal Worker — 07/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 8

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

	07/01/2026
SheetMetal Worker	$ 53.48
	+ 3.81*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

SHIFT WORK
For all NYS D.O.T. and other Governmental mandated off-shift work:
12% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS
Journeyworker $ 48.71

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE
Whenever any of the above holidays fall on Sunday, they will be observed on Monday. Whenever any of the above holidays fall on Saturday, they will be observed on Friday.

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 21.80	$ 22.61	$ 25.12	$ 27.61	$ 30.13	$ 32.67	$ 35.65	$ 38.61
+ 1.52*	+ 1.71*	+ 1.91*	+ 2.10*	+ 2.29*	+ 2.48*	+ 2.67*	+ 2.86*

*This portion of the benefit is NOT subject to the SAME PREMIUM as shown for overtime.

Supplemental Benefits per hour:

Apprentices	
1st term	$ 19.09
2nd term	23.39
3rd term	25.99
4th term	28.59
5th term	31.18
6th term	33.76
7th term	35.89
8th term	38.04

8-38

Sprinkler Fitter — 07/01/2026

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

ENTIRE COUNTIES
Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES
Per hour

	07/01/2026	01/01/2027	04/01/2027	01/01/2028
Sprinkler Fitter	$ 60.78	$ 60.78	$ 64.37	$ 64.37

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 32.66	$ 33.66	$ 33.66	$ 34.66

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
One Half Year terms at the following wage per hour:

	07/01/2026	01/01/2027	04/01/2027	01/01/2028
1st Term	$ 30.87	$ 30.87	$ 32.42	$ 32.42
2nd Term	34.46	34.46	36.19	36.19
3rd Term	37.34	37.34	39.20	39.20
4th Term	40.21	40.21	42.22	42.22
5th Term	42.36	42.36	44.48	44.48
6th Term	45.95	45.95	48.25	48.25
7th Term	48.82	48.82	51.27	51.27
8th Term	51.70	51.70	54.28	54.28
9th Term	54.57	54.57	57.30	57.30
10th Term	57.44	57.44	60.31	60.31
Supplemental Benefits per hour:				
1st & 2nd Term	$ 10.23	$ 11.23	$ 11.23	$ 12.23
3rd & 4th Term	22.79	23.79	23.79	24.79
All Other Terms	23.04	24.04	24.04	25.04

1-669.2

Teamster - Building / Heavy&Highway — 07/01/2026

JOB DESCRIPTION Teamster - Building / Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES
Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES
GROUP I: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP II: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP III: All equipment 25 yards and up to and including 30-yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP IV: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP V: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks, Water Trucks, Bus.

GROUP VI: Straight Trucks.

GROUP VII: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour)	07/01/2026
GROUP I	$ 39.51
GROUP II	40.63
GROUP III	38.95

GROUP IV	38.73
GROUP V	38.62
GROUP VI	38.50
GROUP VII	38.50

NOTE ADDITIONAL PREMIUMS:

- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

SHIFT WORK

- On projects requiring an irregular shift, a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.

SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours	$ 47.68
Over 40 hours	39.68

OVERTIME PAY

See (*B, E, **E2, ***P, X) on OVERTIME PAGE
*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.
**Makeup day limited to the employees who were working on the site that week.
***Sunday Holidays are paid at a rate of two and one half times (2.5x) for all hours worked.

HOLIDAY

Paid: See (5, 6, 15, 25) on HOLIDAY PAGE
Overtime: See (*1) on HOLIDAY PAGE
*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.
- Any employee working two (2) days in any calendar week during which a holiday occurs shall receive a days pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday or Sunday.

11-445B/HH

Teamster - Delivery - Building / Heavy&Highway — 07/01/2026

JOB DESCRIPTION Teamster - Delivery - Building / Heavy&Highway **DISTRICT** 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

THESE RATES ARE ONLY TO BE USED FOR DELIVERY OF AGGREGATE MATERIALS TO THE JOB SITE. FOR ALL ONSITE WORK AND HAULING OF SPOILS SEE THE TEAMSTER BUILDING/HEAVY & HIGHWAY RATES.

Group 1	Tractor Trailer Drivers
Group 2	Tri- Axle

Wages:	07/01/2026
Group 1	$ 38.95
Group 2	38.62

Hazardous/Toxic Waste Removal additional 20% when personal protective equipment is required.

SUPPLEMENTAL BENEFITS

Per hour paid:

First 40 hours	$ 47.68
Over 40 hours	0.00

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE
Overtime: See (5, 13, 15, 16, 20, 22, 25, 26) on HOLIDAY PAGE
- Employee must work either the scheduled day of work before or the scheduled day of work after the holiday in the workweek.
- Any employee working one (1) day in the calendar week during which a holiday occurs shall receive a day's pay for each holiday occurring during said week. This provision shall also apply if a holiday falls on a Saturday.
- When any of the recognized holidays occur on Sunday and are celebrated any day before or after the Sunday holiday, such days shall be considered as the holiday and paid for as such.

11-445 B/HH Delivery

Welder — 07/01/2026

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	07/01/2026
Welder:	To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	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
- ☐ 1O 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

SEE PAGE TWO FOR LAWS RELATING TO PUBLIC WORK CONTRACTS

NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE AWARDED ANY PUBLIC WORK CONTRACT

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: https://apps.labor.ny.gov/EDList/searchPage.do

For inquiries please call 518-457-5589.

NYSDOL Bureau of Public Work Debarment List 07/20/2026

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5784	A.J.M. TRUCKING, INC.		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL		AKHLAQ OULAKH		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		ALEXANDER DELISA		411 THEODORE FREMND SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC		ALL COUNTY SEWER & DRAIN, INC.		7 GREENFIELD DR WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL	*****8387	AMERICAN PAVING & MASONRY, CORP.		8 FOREST AVE GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL	*****8654	AMERICAN PAVING, INC.		8 FORREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	NYC	*****8017	AMIN ELECTRICAL CORP.		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DOL		ANGELO STANCO		8 FOREST AVE. GLEN COVE NY 11542	05/24/2024	05/24/2029
DOL	DOL		ANGELO TONDO		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL	*****4231	ANKER'S ELECTRIC SERVICE, INC.		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL		ANTHONY CASALE		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL		ANTHONY MONGELLI		PO BOX 2064 MONROE NY 10950	02/12/2024	02/12/2029
DOL	DOL	*****8421	B & B DRYWALL, INC		206 WARREN AVE APT 1WHITE PLAINS NY 10603	12/14/2021	12/14/2026
DOL	DOL	*****3932	B ROC CONSTRUCTION INC		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
DOL	DA	*****2404	BJA RENOVATION, CORP		33 DOLLARD DR NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL	*****5078	BLACK RIVER TREE REMOVAL, LLC		29807 ANDREWS ROAD BLACK RIVER NY 13032	10/17/2023	10/17/2028
DOL	DOL		C.M.C CONTRACTORS, INC.		500 WEST PUTNAM AVE SUITE 400GREENWICH CT 06830	09/03/2025	09/03/2030
DOL	DOL		CARLOS F. ESCOBAR		411 THEODORE FREMD AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		CARLOS FIGUEROA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
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		CESAREO TULA		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****2292	CHAMPION MAINTENANCE CONTRACTORS, INC.		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	NYC	*****2117	CHARAN ELECTRICAL ENTERPRISES		9-11 40TH AVENUE LONG ISLAND CITY NY 11101	09/26/2023	09/26/2028
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHARLES CASALE		55 MAIN AVENUE WYNANTSKILL NY 12198	05/20/2025	05/20/2030
DOL	DOL		CHRISTOPHER PEROSI		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****2281	CORRAO TRUCKING, INC.		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		CRAIG JOHANSEN		10 SOUTH 5TH ST LOCUST VALLEY NY 11560	09/26/2022	09/26/2027
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DANIEL DELISA		211 SOUTH RIDGE STREET RYE BROOK NY 10573	09/03/2025	09/03/2030
DOL	DOL		DANIEL LOHAN		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL		DANIEL ROBERT MCNALLY		7 GREENFIELD DRIVE WARWICK NY 10990	03/25/2022	03/25/2027
DOL	DOL		DARWIN PEGUESE		6400 BALTIMORE NATIONAL SUITE 602CANTONSVILLE NY 21228	10/24/2024	10/24/2029
DOL	DOL		DAVID FRIEDLANDER		64 NORTH PUTT CORNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028

NYSDOL Bureau of Public Work Debarment List 07/20/2026

Article 8

DOL	DOL		DENISE NAGLE		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		DINA TAYLOR		64 N PUTT CONNERS RD NEW PALTZ NY 12561	05/10/2023	05/10/2028
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	*****2337	EGL DRAINAGE SOLUTION & REPAIRS LLC		5507 NESCONSET HIGHWAY MT. SINAI NY 11766	07/17/2025	07/17/2030
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL		EMIL KISZKO		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION CORP.		84 DIAMOND ST BROOKLYN NY 11222	07/18/2024	07/18/2029
DOL	DOL	*****3298	EMJACK CONSTRUCTION LLC		4192 SIR ANDREW CIRCLE DOYLESTOWN PA 18902	07/18/2024	07/18/2029
DOL	NYC		ENRICO MANETTA		101 MALBA DR. WHITESTONE NY 11357	04/01/2026	04/01/2031
DOL	DOL		EUGENIUSZ "GINO" KUCHAR		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****2998	G.E.M. AMERICAN CONSTRUCTION CORP.		195 KINGSLAND AVE BROOKLYN NY 11222	12/22/2023	12/22/2028
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	NYC		GHANSHYAM AMIN		97-23 218TH STREET QUEENS VILLAGE NY 11429	12/04/2025	12/04/2030
DOL	DA		GIOVANNA TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		GIOVANNI NAPOLITANO		2501 BAYVIEW AVENUE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DA	*****0213	GORILLA CONTRACTING GROUP, LLC		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028
DOL	DA	*****4760	GTX CONSTRUCTION ASSOCIATES, CORP		2501 BAYVIEW AVE WANTAGH NY 11793	02/21/2024	02/21/2029
DOL	DOL		HENRY WICKE A/K/A HENRY WICKE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
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	*****6961	HUNTER ELEVATOR COMPANY, INC.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL	*****2397	ISLAND BREEZE MARINE, INC.		6400 BALTIMORE NATIONAL CANTONSVILLE MD 21228	10/24/2024	10/24/2029
DOL	DOL	*****5010	J. LINDSLEY ENTERPRISE, LLC		1002 STATE ROUTE 176 FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL	*****0241	J. LINDSLEY ROOFING, LLC		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		J.M.J CONSTRUCTION		151 OSTRANDER AVENUE SYRACUSE NY 13205	11/21/2022	11/21/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON CONSTRUCTION		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		J.R. NELSON, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		J.R.N COMPANIES, LLC		531 THIRD STREET ALBANY NY 12206	12/12/2022	12/12/2027
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		JAMES LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****2435	JEFFEL D. JOHNSON	JMJ7 AND SON	5553 CAIRNSTRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JEFFEL JOHNSON ELITE CARPENTER REMODEL AND CONSTRUCTION		C2 EVERGREEN CIRCLE LIVERPOOL NY 13090	11/21/2022	11/21/2027
DOL	DOL	*****2435	JEFFREY M. JOHNSON	JMJ7 AND SON	5553 CAIRNS TRAIL CLAY NY 13041	11/21/2022	11/21/2027
DOL	DOL		JENNIFER LINDSLEY		211 NORTH 2ND STREET FULTON NY 13069	07/30/2025	07/30/2030
DOL	DOL		JERRY DASTON		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
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 NAGLE A/K/A JOHN NAGLE, JR.		36 OAKWOOD TRAIL S AL MONROE NY 10950	10/29/2025	10/29/2030
DOL	DOL		JONATHAN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		JORGE FIGUEROA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	01/30/2026	01/30/2031
DOL	DA		JOSEPH DEMASCO		33 DOLLARD DRIVE NORTH BABYLON NY 11703	03/19/2025	03/19/2030
DOL	DOL		JOSEPH HALL		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL	*****2271	JOSEPH HALL COMPANIES LLC		937 US ROUTE 11 CENTRAL SQUARE NY 13036	10/21/2024	10/21/2029
DOL	DOL		JOSEPH K. SALERNO		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL		JOSEPH K. SALERNO II		1010 TILDEN AVE UTICA NY 13501	07/24/2023	07/24/2028
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	02/09/2022	02/09/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	11/15/2022	11/15/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	03/01/2022	03/01/2027
DOL	DOL		JRN CONSTRUCTION CO, LLC		1024 BROADWAY ALBANY NY 12204	11/07/2023	11/07/2028
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL	*****1147	JRN CONSTRUCTION, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028

DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	10/25/2022	10/25/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	12/22/2022	12/22/2027
DOL	DOL		JRN PAVING, LLC		531 THIRD STREET ALBANY NY 12206	11/07/2023	11/07/2028
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		KEAN INDUSTRIES, LLC		2345 RT. 52 SUITE 2NHOPEWELL JUNCTION NY 12533	12/18/2023	12/18/2028
DOL	DOL		KEVIN FUNEZ URBINA A/K/A KEVIN FUNEZ		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
DOL	DOL	*****8760	KJ&J CONSTRUCTION, LLC		1009 LYNDALE AVE TRENTON NJ 08629	12/16/2024	12/16/2029
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	DOL	*****3716	LIGHTNIN ELECTRIC INC.		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	AG	*****3291	LINTECH ELECTRIC, INC.		3006 TILDEN AVE BROOKLYN NY 11226	02/16/2022	02/16/2027
DOL	DOL		LIZETTE PONCE		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	NYC	*****7516	MANCO ENTERPRISES OF NY, INC.		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	NYC	*****1783	MANETTA ENTERPISES, INC. D/B/A MANETTA INDUSTRIES		44-17 54TH DR. MASPETH NY 11378	04/01/2026	04/01/2031
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****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	DOL		MOHAMMAD MIAN		8269 21ST ST BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	NYC		NASEER CHAUDHRY		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
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 BARNETT		33 DOLLARD DR BABYLON NY 11703	03/04/2025	03/04/2030
DOL	DOL		NICHOLAS RAO		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DA		NICHOLAS T. ANALITIS		505 MANHATTAN AVE WEST BABYLON NY 11704	10/05/2023	10/05/2028

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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		NIKOLA NTONI		3418 NORTHERN BLVD SUITE 5-27LONG ISLAND CITY NY 11101	12/13/2024	12/13/2029
DOL	NYC	*****6971	NN CONSTRUCTION, INC.		2349 BRAGG STREET BROOKLYN NY 11229	04/22/2025	04/22/2030
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	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4168	PHANTOM CONSTRUCTION CORP.		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL	*****2041	QUALITY STEEL ERECTORS INC.		6836 N. LEXINGTON LANE NILES IL 60714	05/28/2026	05/28/2031
DOL	DOL	*****4772	R.W. LOBDELL CONSTRUCTION LLC		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP.		3 PARK CIRCLE MIDDLETOWN NY 10940	07/11/2022	07/11/2027
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	07/11/2022	07/11/2027
DOL	DOL		ROSA GARCIA		411 THEODORE FRMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****7172	RZ & AL INC.		198 RIDGE AVENUE VALLEY STREAM NY 11581	06/06/2022	06/06/2027
DOL	DA	*****0476	SAMCO ELECTRIC CORP.		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
DOL	DA		SILVANO TRAVALJA		3735 9TH ST LONG ISLAND CITY NY 11101	01/05/2023	01/05/2028
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		STEVEN DELISA		411 THEODORE FREMND AVE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL	*****9150	SURGE INC.		8269 21ST STREET BELLEROSE NY 11426	12/22/2022	12/22/2027
DOL	DOL		SYED MUHAMMAD S. JAFRI A/K/A SHARRUKH JAFRI		4307 28TH AVE ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		SYED RAZA		198 RIDGE AVENUE NY 11581	06/06/2022	06/06/2027
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	05/28/2024	05/28/2029
DOL	DOL		TARLOK SINGH		95-27 116TH STREET QUEENS NY 11419	07/12/2024	07/12/2029
DOL	DOL	*****4855	TECH INDUSTRIES LLC		20 HEATHER RIDGE ROAD TROY NY 12180	05/20/2025	05/20/2030
DOL	DOL	*****2426	THE MATRUKH GROUP, INC.		4307 28TH AVE PO BOX 9082ASTORIA NY 11103	10/11/2024	10/11/2029
DOL	DOL		THOMAS LOBDELL		635 WEST DRYDEN ROAD FREEVILLE NY 13068	01/31/2025	01/31/2030
DOL	DOL		TIMOTHY PERCY		29807 ANDREWS ROAD BLACK RIVER NY 13612	10/17/2023	10/17/2028
DOL	DA	*****1050	TRI STATE CONSTRUCTION OF NY CORP.		50-39 175TH PLACE FRESH MEADOWS NY 11365	03/28/2022	03/28/2027
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026

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DOL	DOL	*****8485	TULA PLUMBING AND HEATING LLC		120 SEARS AVE ELMSFORD NY 10523	09/26/2025	09/26/2030
DOL	DOL	*****8210	UPSTATE CONCRETE & MASONRY CONTRACTING CO INC		449 WEST MOMBSHA ROAD MONROE NY 10950	06/06/2022	06/06/2027
DOL	DOL		VINCENT CORRAO		PO BOX 393 NANUET NY 10954	09/17/2024	09/17/2029
DOL	DOL		WILLIAM A BELL		7307 WOODSIDE ROAD VICTOR NY 14564	05/06/2025	05/06/2030
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 SCRIVENS		4192 SIR ANDREW CIRCLE DOYELSTOWN PA 18902	07/18/2024	07/18/2029
DOL	DOL	*****9494	WND CONSTRUCTION LLC		411 THEODORE FREMD AVENUE SUITE 206RYE NY 10580	09/03/2025	09/03/2030
DOL	DOL		XENOFON EFTHIMIADIS		29-10 38TH AVENUE LONG ISLAND CITY NY 11101	10/11/2023	10/11/2028

DIVISION 1

GENERAL REQUIREMENT SPECIFICATIONS

SECTION 01003

GENERAL MUNICIPAL LAW AND LABOR LAW REQUIREMENTS

In accordance with New York State requirements, in addition to any other legal requirements referred to herein, the following sections of the NYS General Municipal Law and Labor Laws shall be adhered to:

- General Municipal Law (GML), Section 103: Public Works contracts over $35,000, and purchase contracts over $20,000 must be advertised, bid and (any) contracts awarded to the lowest responsible bidder. Any restriction of competition is contrary to law and specifications must allow for the free bidding of equivalent (or equal) items. The base bid cannot be only materials specified. Specifications must contain an “equivalency clause”.

- GML, Section 101: Separate Bids for Plumbing, HVAC and Electric

- GML, Section 101(5), re: List of Subcontractors

- GML, Section 103-d, re: Nonconclusive Bidding Clause

- GML, Section 106-b, re: Payment of Contractors and Subcontractors

- GML, Section 108, re: Workmen’s Compensation Insurance

- GML, Section 109, re: Non-Assignment of Public Contracts

- Labor Law (LL), Section 220, subd. 2, re: 40 Hour Work Week, 8 Hour Day

- LL, Section 220, subd. 3 and Section 220-d re: Wage Rates and Supplements

- LL, Section 220-e, re: Anti-Discrimination

- LL, Section 220e, re: Elimination of Dust Hazard

Any other provisions required by law and not listed above shall be deemed to be inserted herein and these documents shall be read and enforced as though included.

END OF SECTION 01003

SECTION 01010
SUMMARY OF WORK

PART 1 -GENERAL

1.01 SECTION INCLUDES

A. Contract Description.

B. Contractor use of site.

C. Work Sequence.

D. Owner occupancy.

E. Alternates

1.02 RELATED DOCUMENTS

A. Drawings and general provisions of Contract, including General Conditions and Division 1 & 2 Specification Sections, apply to this Section.

1.03 CONTRACT DESCRIPTIONS

A. The work will be constructed under one (1) prime contract, one set of contract documents is issued. The prime contracts are defined as follows:

Contract No. 26-002: General Construction Contract

B. CONTRACT NO. 26-002: The general construction contract includes and is defined as follows:

All general construction related to providing and installing two (2) new dechlorination structures, with the specified tablet feeders, as shown on the design plans and as per the project documents including but not limited to:

1. Coordination with the sewer operator for flow control to keep at least ½ of the treatments system functioning at all times. (1-train of treatment will be allowed to be plugged while the dechlorinators are being installed.)
2. All site demolition, layout and preparation,
3. All excavations, site work, site improvements, site utilities/pipelines, site landscaping / restoration, site erosion control, etc..
4. All other components of the system necessary to provide a complete working system.

And all general construction related to providing and installing two (2) replacement chlorine tablet feeders in the existing chlorination chambers, with the specified tablet feeders, as shown on the design plans and as per the project documents including but not limited to:

5. Coordination with the sewer operator for flow control to keep at least ½ of the

treatments system functioning at all times. (1-train of treatment will be allowed to be plugged while the replacement tablet feeders are being installed.)
6. All site demolition, layout and preparation,
7. All excavations, site work, site improvements, site utilities/pipelines, site landscaping / restoration, site erosion control, etc..
8. All other components of the system necessary to provide a complete working system.

1.04 CONTRACTOR USE OF SITE

A. Limit use of site to allow:

1. Owner occupancy.

2. Work by Others and Work by Owner.

3. Use of site and premises by the sewer operator.

B. **Maintain Wastewater Treatment Plant Functionality During Construction.**

1. **Up to 1-train (1/2 of the plant) will need to remain operational at all times.**
2. **Any system shutdowns are required to be coordinated with the operator.**
3. **Any shutdowns should be scheduled for dry weather to have the best chance for low flows to help facilitate work.**
4. **No partial system shutdowns shall exceed 2-weeks.**

C. Work hours shall be as established by the Facility authorities through the Owner's Representative.

D. Inform the Owner's Representative of work area access requirements. The Owner's Representative will coordinate and schedule the requirements with Facility staff to obtain and ensure timely availability of work areas.

E. Check in with the Facility Representative, as directed, at the beginning of each workday. Furnish information regarding where employees will be working during the day.

F. Comply with the Facility's Visitor Identification Policy. A copy of the current policy will be distributed at the initial job meeting. Each Contractor shall provide copies of each employee's state or federal issued photo identification.

G. The following items are not allowed on the Site or on Facility premises.

1. Firearms, ammunition, weapons, and dangerous instruments (other than tools required for the Work).
2. Alcoholic beverages and persons under the influence of same.
3. Cannabis and persons under the influence of same. Cannabis, as used herein shall refer to any form of cannabis that has psychoactive properties.
4. Illegal controlled substances and persons under the influence of same.
5. Cameras (except with written permission from the Owner's Representative).

H. Comply with the Facility "No Smoking" policy at the Site.

I. Routes of ingress and egress within the building to the location of the Work shall be as directed by the Owner's Representative.

J. Store materials and perform the Work so that pedestrian and vehicular traffic is not obstructed.

K. Do not diminish the level of life safety during performance of the Work.

Furniture and portable equipment, which interferes with execution of the Work, will be removed, and reset by Facility personnel.

M. Remove furniture and portable equipment, which interferes with the execution of the Work, and store where directed. Reset such items when directed.

Utility Outages and Shutdowns: Do not interrupt utility services or branch services within the building except for the time required to make new connections. Arrange with the Owner's Representative for the time and duration of interruptions of services. Provide temporary services required to maintain building services at all times other than during scheduled interruptions.

O. Be responsible and accountable for employees, suppliers, subcontractors, and their employees, with regard to their use of the premises. Direct them to comply with the Facility Regulations and with the security and traffic regulations.

P. Furnish Facility authorities with a telephone number or method to contact the supervisor for the Work in case of an emergency after work hours, including weekends and holidays.

Q. Comply with applicable federal and State of New York Right-to-Know Law provisions. Provide Safety Data Sheets (SDS) documents for products that have SDS data prior to use on the project site.

R. Direct employees to be watchful for people in or near the work area where safety hazards may be present. Notify the Facility Department, if necessary, to remove them from the work area or Site.

S. Report fire and other emergency situations to the Facility Department immediately, call 911 immediately.

1.05 WORK SEQUENCE

A. Construct Work to accommodate Owner's occupancy requirements. Coordinate construction schedule and operations with the Owner's Representative.

1.06 OWNER OCCUPANCY

A. This is an occupied Facility. The Owner will occupy the site during the entire period of construction for the conduct of normal operations. Ingress to and egress from the building shall be maintained at all times.

B. Cooperate with Owner to minimize conflict, and to facilitate Owner's operations.

C. Schedule the Work to accommodate owner occupancy.

1.07 WORK UNDER SEPARATE CONTRACTS

A. None

B. The following Contract Documents are specifically included and defined as integral to all Contracts.

1. Division 0 - Bidding and Contract Requirements

- Advertisement To Bid
- Pre-Bid Conference
- Instructions to Bidders
- Bid Form
- Contract Agreement (AIA A101-2007)
- General Conditions
- Prevailing Wage Rates Schedule

2. Division 1 – General Requirements

01010	Summary of Work
01045	Cutting and Patching
01140	Work Restrictions
01300	Submittals
01400	Quality Requirements
01500	Construction Facilities and Temporary Controls
01600	Materials and Equipment
01631	Substitutions
01700	Execution Requirements
01732	Selective Demolition
01740	Warranties
01781	Project Record Documents
01782	Operation and Maintenance Data
01820	Demonstration and Training

3. Drawing Index:
See Index of Drawings (Cover Sheet)

4. Local custom and trade union jurisdictional settlements do not control the scope of work included in each prime contract. When a potential jurisdictional dispute or similar interruption of work is first identified or threatened, the affected prime contracts shall promptly negotiate a reasonable settlement to avoid or minimize the pending interruption and delays.

5. All OSHA safety and hazardous materials regulations will be enforced on this project. Contractor must submit a safety program, a hazardous materials program, (all required data must be maintained at the job site) and attend safety meeting.

6. Contractor is responsible for any debris caused by their work. A weekly clean up and disposal is required by this Contractor for the period which the Contractor is performing work on site.

7. Supervision: Each contactors proposed project manager and field superintendent for the project are to have five years experience in the proposed position. Each successful bidder shall submit resumes to the Construction Manager for the proposed project manager and field superintendent for the project. This information will be reviewed with the Owner, Engineer and Construction Manager for approval. Should the Project Managers and/or Superintendents prove unqualified for the position at any point in the project, the Construction Manager shall issue a letter stating that the person is to be removed from involvement in the project. Action must be made within seven working days of receipt of such letter.

8. Each prime contractor shall return areas disturbed by their work activities to condition prior to start of work.

9. Each prime contractor shall be responsible for de-watering all excavations pertaining to their scope of work for the duration that the excavations must remain open.

10. Contractor is responsible for their own Excavation and Backfill as required for installation of their work.

11. Dimensions, layouts and elevations of penetrations through walls shall be by the contractor requiring the penetration.

1.10 TESTING

A. Required testing and test procedures are indicated under each Division of the Technical Specifications. Other testing shall be performed per generally accepted standards.

B. The Engineer shall reserve the right to require additional information as is deemed necessary to fully evaluate testing results.

C. Testing shall be the responsibility of the contractor performing the Work.

1.11 DRAWINGS AND SPECIFICATIONS

A. Drawings and Specifications are cooperative and supplementary. Portions of the Work, which can best be illustrated by the Drawings, are not included in the Specifications and portions best described by the Specifications are not depicted o the Drawings. All items necessary to complete the Work shall be furnished whether written or illustrated.

B. In case of disagreement between Drawings and Specifications, or within either document itself, the better quality or greater quantity of Work and the greatest quantity of materials, wherever shown will be deemed to have been included in the Contract and The Contractor will be required to furnish and install accordingly.

1.12 TEMPORARY FACILITIES

A. See section 01500

B. The General Contractor shall provide temporary toilet facilities for use of their employees during construction. Additionally, the General Contractor shall provide temporary toilet facilities for the other prime contracts.

C. The General Contractor shall provide Dumpsters as required, see section 01500.

1.13 WORK SEQUENCE

A. The Work will be conducted to provide the least possible interference to the activities of the Owner's personnel.

B. The contractor shall maintain a clear egress to and from the Emergency Building Exit located in the construction area during all occupied hours. Any disruption to this egress shall be scheduled during off-hours, vacations and weekends.

C. Work is to be performed during school in-session weekdays from 7:00 AM to 5:00 PM and during school non-session weekdays and Saturdays from 8:00 AM to 4:30 PM unless otherwise noted. Work cannot be performed in occupied spaces. Work shall be scheduled off-hours, vacations and weekends for occupied spaces. An Owners Representative must be on site at all times that work is being performed. If a contractor fails to maintain the progress as indicated by the milestone schedule by no other fault but its own, and requires overtime to complete the work; the contractor shall make arrangements with the Owners Representative 24 hours in advance and pay for an Owners Representative at $55.00 per hour and a Custodial representative from the school district on an overtime rate. In the event that the cause for delay is multi-contract, then the costs shall be distributed proportionately related to the value of contracts. Advise the Owners Representative 48 hours prior to commencing work inside the building.

D. Construction access to the site shall be limited to those designated for personnel, equipment and deliveries by the Owner. The Owners Representative shall coordinate contractors' staging, parking and storage.

1.14 PROJECT MILESTONE SCHEDULE

A. All Prime Contractors are required to submit a schedule to the Engineer/Construction Manager for review and comment no later than 10 days after a Notice to Proceed for the work is issued.

B. The General Contractor is responsible for keeping and maintaining the project schedule for contracts 26-002. The General Contractors project management staff shall communicate and coordinate all work with each trade for the duration of the project.

C. The Site Work Contractor is responsible for keeping and maintaining the project schedule for contract 26-002.

D. The General Contractor and the Site Work Contractor shall each communicate and coordinate with each other on a weekly basis.

1.15 PRIME CONTRACTORS USE OF PREMISES

A. General: The Contractors shall limit their use of the premises to the work indicated so as do allow for Owner occupancy and use by the public.

B. Use of the Site: Limit use of the premises to work in areas indicated. Confine operations to areas within contract limits indicated. Do not disturb portions of the site beyond the areas in which the Work is indicated.

1. Owner Occupancy: Allow for Owner occupancy and use by the public.

2. Driveways and Entrances: Keep driveways and entrances serving the premises clear and available to the Owner, the Owner's employees and emergency vehicles at all times. Do not use these areas for parking or storage of materials. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on site.

1.16 ALTERNATES

A. Alternate: An amount proposed by bidders and stated on the Bid Form for certain work defined in the Bidding Requirements that may be added to or deducted from the Base Bid amount if Owner decides to accept a corresponding change either in the amount of construction to be completed or in the products, materials, equipment, systems, or installation methods described in the Contract Documents.
1. The cost or credit for each alternate is the net addition to or deduction from the Contract Sum to incorporate alternate into the Work. No other adjustments are made to the Contract Sum.

1.1 INITIAL JOB MEETING

A. The Owner's Representative will notify all parties concerned of the time and place of the initial job meeting. The meeting will be conducted by the Owner's Representative. The agenda will be based on the Format for Initial Job Meeting. All items on the format, as they apply, will be discussed.

1. A copy of the Facility's current Visitor Identification Policy will be distributed.

1.2 PROJECT SCHEDULE MEETINGS

A. The Initial Schedule Meeting will be held within 15 days of Project award. The Owner's Representative will notify all members of the Project Team of the time and place of the meeting.

B. The Owner's Representative will notify all members of the Project Team of any Schedule development/coordination meetings conducted by the Owner's Representative.

1.3 WEEKLY JOB MEETINGS

A. Unless otherwise directed, job meetings will be held weekly, at a time and place agreed upon by the Owner's Representative, the Contractor, and the Facility Representative. Other interested parties may attend when needed, e.g., subcontractors and representatives from suppliers, public utilities, and local government. The meetings will be conducted by the Owner's Representative for the following purposes:

1. Review job progress, quality of Work, and approval and delivery of materials.
2. Identify and resolve problems which impede planned progress.
3. Coordinate the efforts of all concerned so that the project progresses on schedule to on-time completion.
4. Maintain sound working relationships between the Contractors and the Owner's Representative, and a mutual understanding of the project requirements.
5. Maintain sound working procedures.

ATTENDANCE

1. A Contractor's Representative for each prime contractor shall be required to attend all meetings scheduled by the Owner's Representative, as set forth above.
2. If the Contractor's Representative fails to attend two scheduled meetings without prior approval, the Contractor will be directed to replace the current Contractor's Representative. Further incidents of non-attendance by the Contractor's Representative will form the basis for review of the Contractor's responsible vendor status.

1.20 LAYING OUT

A. Examine the Contract Documents thoroughly and promptly report any errors or discrepancies to the Director's Representative before commencing the Work.
B. Lay out the Work in accordance with the Contract Documents.
   1. Layouts, which require the establishment of property lines or monuments, shall be performed by a Land Surveyor licensed by New York State.

1.21 SPECIAL INSPECTIONS

A. Special Inspections and tests are required by Chapter 17 of the Building Code of New York State (BCNYS). Inspections & Testing Services will be provided by the owner unless otherwise noted.
B. Contractors are responsible for notifying the Owners Representative regarding individual inspections listed in the STATEMENT OF SPECIAL INSPECTIONS. Contractors shall cooperate with the inspectors and testing agencies and sufficient notice and lead time (minimum 48 hours) must be allowed for inspection and testing to be performed.
C. Where deficiencies are identified, the contractor must take corrective actions to comply with the contract documents or remedy the deficiencies in accordance with the General Conditions.

PART 2 - PRODUCTS

Not Used.

PART 3 - EXECUTION

Not Used.

END OF SECTION

SECTION 01045
CUTTING AND PATCHING

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for cutting and patching.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section “Coordination” for procedures for coordinating cutting and patching with other construction activities.
2. Refer to other Sections for specific requirements and limitations applicable to cutting and patching individual parts of the Work.

    a. Requirements of this Section apply to all prime Contracts; refer to appropriate divisions for other requirements.
    b. The word “cutting” as used in the Contract Documents is defined to include: cutting, drilling, chopping, and other similar operations.
    c. The word “patching” as used in the Contract Documents is defined to include: patching, rebuilding, reinforcing, repairing, refurbishing, restoring, replacing, and other similar operations.

1.3 SUBMITTALS

A. Cutting and Patching Proposal: Submit a proposal describing procedures well in advance of the time cutting and patching will be performed if the Owner requires approval of these procedures before proceeding. Request approval to proceed. Include the following information, as applicable, in the proposal:

1. Describe the extent of cutting and patching required. Show how it will be performed and indicate why it cannot be avoided.
2. Describe anticipated results in terms of changes to existing construction. Include changes to structural elements and operating components as well as changes in the building’s appearance and other significant visual elements.
3. List products to be used and firms or entities that will perform Work.
4. Indicate dates when cutting and patching will be performed.
5. Utilities: List utilities that cutting and patching procedures will disturb or affect. List utilities that will be relocated and those that will be temporarily out-of-service. Indicate how long service will be disrupted.
6. Where cutting and patching involves adding reinforcement to structural elements, submit details and engineering calculations showing integration of reinforcement with the original structure.

7. Approval by the Engineer to proceed with cutting and patching does not waive the Engineer's right to later require complete removal and replacement of unsatisfactory work.

1.4 QUALITY ASSURANCE

A. Requirements for Structural Work: Do not cut and patch structural elements in a manner that would change their load-carrying capacity or load-deflection ratio.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following structural elements:

a. Foundation construction
b. Bearing and retaining walls
c. Structural concrete
d. Structural steel
e. Lintels
f. Timber and primary wood framing
g. Structural decking
h. Stair systems
i. Miscellaneous structural metals
j. Exterior curtain-wall construction
k. Equipment supports
l. Piping, ductwork, vessels, and equipment
m. Structural systems of special construction in Division 13 Sections.

B. Operational Limitations: Do not cut and patch operating elements or related components in a manner that would result in reducing their capacity to perform as intended. Do not cut and patch operating elements or related components in a manner that would result in increased maintenance or decreased operational life or safety.

1. Obtain approval of the cutting and patching proposal before cutting and patching the following operating elements or safety related systems:

a. Primary operational systems and equipment
b. Air or smoke barriers
c. Water, moisture, or vapor barriers
d. Membranes and flashings
e. Fire protection systems
f. Noise and vibration control elements and systems
g. Control systems
h. Communication systems
i. Conveying systems
j. Electrical wiring systems
k. Operating systems of special construction in Division 13 Sections

C. Visual Requirements: Do not cut and patch construction exposed on the exterior or in occupied spaces in a manner that would, in the Engineer's opinion, reduce the building's aesthetic qualities. Do not cut and patch construction in a manner that

would result in visual evidence of cutting and patching. Remove and replace construction cut and patched in a visually unsatisfactory manner.

1. If possible, retain the original installer or fabricator to cut and patch the exposed Work listed below. If it is impossible to engage the original installer or fabricator, engage another recognized experienced and specialized firm.

    a. Fire stopping
    b. Acoustical ceilings
    c. Acoustical panels
    d. Finished wood flooring
    e. Synthetic sports flooring
    f. Carpeting
    g. HVAC enclosures, cabinets, or covers
    h. Ceramic and quarry tile
    i. Gypsum board
    j. Masonry (exterior and interior where exposed)
    k. Tack boards
    l. Casework
    m. Finish carpentry

1.5 WARRANTY

A. Existing Warranties: Replace, patch, and repair material and surfaces cut or damaged by methods and with materials in such a manner as not to void any warranties required or existing.

PART 2 - PRODUCTS

2.1 MATERIALS, GENERAL

A. Use materials identical to existing disturbed materials.

PART 3 - EXECUTION

3.1 INSPECTION

A. Examine surfaces to be cut and patched and conditions under which cutting and patching is to be performed before cutting. If unsafe or unsatisfactory conditions are encountered, take corrective action before proceeding.

1. Before proceeding, meet at the Project Site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.

3.2 PREPARATION

A. Temporary Support: Provide temporary support of work to be cut.

B. Protection: Protect existing construction during cutting and patching to prevent damage. Provide protection from adverse weather conditions for portions of the Project that might be exposed during cutting and patching operations.

C. Avoid interference with use of adjoining areas or interruption of free passage to adjoining areas.

3.3 PERFORMANCE

A. General: Employ skilled workmen to perform cutting and patching. Proceed with cutting and patching at the earliest feasible time and complete without delay.

B. Cutting: Cut existing construction using methods least likely to damage elements retained or adjoining construction. Where possible, review proposed procedures with the original installer; comply with the original Installer's recommendations.

1. In general, where cutting, use hand or small power tools designed for sawing or grinding, not hammering and chopping. Cut holes and slots as small as possible, neatly to size required, and with minimum disturbance of adjacent surfaces. Temporarily cover openings when not in use.
2. To avoid marring existing finished surfaces, cut or drill from the exposed or finished side into concealed surfaces.
3. Cut through concrete and masonry using a cutting machine, such as a Carborundum saw or a diamond-core drill.
4. Comply with requirements of applicable Division 2 Sections where cutting and patching requires excavating and backfilling.

C. Patching: Patch with durable seams that are as invisible as possible. Comply with specified tolerances.

1. Where feasible, inspect and test patched areas to demonstrate integrity of the installation.
2. Restore exposed finishes of patched areas and extend finish restoration into retaining adjoining construction in a manner that will eliminate evidence of patching and refinishing.

3.4 CLEANING

A. Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar items. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

END OF SECTION 01045

SECTION 01140
WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and other Division 1 Specification Sections, apply to this Section.

1.2 USE OF PREMISES

A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.

1. Limits: Confine constructions operations to areas indicated on the drawings.
2. Owner Occupancy: Allow for Owner occupancy of site and use by the public.
3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and 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.
    b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

B. Use of Existing Building: Maintain existing building in a weather tight condition throughout construction period. Repair damage caused by construction operations. Protect building and its occupants during construction period.

1.3 OCCUPANCY REQUIREMENTS

A. Full Owner Occupancy: Owner will occupy site and existing building during entire construction period. Cooperate with Owner during construction operations to minimize conflicts and facilitate Owner usage. Perform the Work so as not to interfere with Owner's operations.

B. Partial Owner Occupancy: Owner reserves the right to occupy and to place and install equipment in completed areas of building, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.

1. Engineer will prepare a Certificate of Substantial Completion for each specific portion of the Work to be occupied before Owner occupancy.
2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building.
4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION 01140

SECTION 01300
SUBMITTALS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section specifies administrative and procedural requirements for submittals required for performance of the Work, including the following:

1. Contractor's construction schedule
2. Contractor's weekly "2-week look ahead" schedule
3. Submittal schedule
4. Daily construction reports
5. Shop Drawings
6. Product Data
7. Samples
8. Quality assurance submittals

B. Administrative Submittals: Refer to other Division 1 Sections and other Contract Documents for requirements for administrative submittals. Such submittals include, but are not limited to, the following:

1. Permits
2. Applications for Payment
3. Performance and payment bonds
4. Insurance certificates
5. List of subcontractors

C. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Applications for Payment" specifies requirements for submittal of the Schedule of Values.
2. Division 1 Section "Coordination" specifies requirements governing preparation and submittal of required Coordination Drawings.
3. Division 1 Section "Project Meetings" specifies requirements for submittal and distribution of meeting and conference minutes.
4. Division 1 Section "Quality Control" specifies requirements for submittal of inspection and test reports.
5. Division 1 Section "Contract Closeout" specifies requirements for submittal of Project Record Documents and warranties at project closeout.

1.3 DEFINITIONS

A. Coordination Drawings show the relationship and integration of different construction elements that require careful coordination during fabrication or installation to fit in the space provided or to function as intended.

   1. Preparation of Coordination Drawings is specified in Division 1 Section "Coordination" and may include components previously shown in detail on Shop Drawings or Product Data.

B. Field samples are full-size physical examples erected on site to illustrate finished, coatings, or finish materials. Field samples are used to establish the standard by which the Work will be judged.

C. Mock-ups are full-size assemblies for review of construction, coordination, testing, or operation; they are not Samples.

1.4 SUBMITTAL PROCEDURES

A. Coordination: Coordinate preparation and processing of submittals with performance of construction activities. Transmit each submittal sufficiently in advance of performance of related construction activities to avoid delay.

   1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that requires sequential activity.

   2. Coordinate transmittal of different types of submittals for related elements of the Work so processing will not be delayed by the 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 all related submittals are received.

   3. Allow two weeks for re-processing each submittal time required to process submittals, allow sufficient time for submittal review, including time for re-submittals. To avoid the need to delay installation as a result of the Processing:

      a. Submittals must be transmitted to the Engineer with a copy to the Construction Manager.
      b. Allow two weeks for initial review. Allow additional time if the Engineer must delay processing to permit coordination with subsequent submittals.
      c. If an intermediate submittal is necessary, process the same as the initial submittal.
      d. No extension of Contract Time will be authorized because of failure to transmit submittals to the Engineer sufficiently in advance of the Work to permit processing.

   4. Administrative Submittals
      a. Send required numbers of copies to Construction Manager's Site office

B. Submittal Preparation: Place a permanent label or title block on each submittal for identification. Indicate the name of the entity that prepared each submittal on the label or title block.

1. Provide a space approximately 4 by 5 inches (100 by 125 mm) on the label or beside the title block on Shop Drawings for the Engineer/Engineer's review and approval markings and the action taken.

2. Include the following information on the label for processing and recording action taken.

a. Project name
b. Date
c. Name and address of the Engineer
d. Name and address of the Contractor
e. Name and address of the subcontractor
f. Name and address of the supplier
g. Name of the manufacturer
h. Number and title of appropriate Specification Section
i. Drawing number and detail references, as appropriate
j. Prime contractor's certification stamp that he has reviewed submittal and it is approved for submittal

C. Submittal Transmittal: package each submittal appropriately for transmittal and handling. Transmit each submittal from the Contractor to the Engineer and CM using a transmittal form. The Engineer will not accept submittals received from sources other than the Contractor.

1. On the transmittal, record relevant information and requests for data. On the form, or separate sheet, record deviations from Contract Document requirements, including variations and limitations. Include Contractor's certification that information complies with Contract Document requirements.
2. Transmittal Form: Use AIA Document G810.

1.5 CONTRACTOR'S CONSTRUCTION SCHEDULE

A. Bar-Chart Schedule: Prepare a fully developed, horizontal bar-chart-type, contractor's construction schedule. Submit within 10 days after Notice to Proceed is issued.

1. Provide a separate time bar for each significant construction activity. Show ordering and delivery times of all long-lead equipment and materials. Provide a continuous vertical line to identify the first working day of each week. Use the same breakdown of units of the Work as indicated in the "Schedule of Values".
2. Within each time bar, indicate estimated completion percentage in 10 percent increments. As Work progresses, place a contracting mark in each bar to indicate Actual Completion.

3. Prepare the schedule on a sheet, or series of sheets, of stable transparency, or other reproducible media, of sufficient width to show data for the entire construction period.
4. Secure time commitments for performing critical elements of the Work from parties involved. Coordinate each element on the schedule with other construction activities; include minor elements involved in the sequence of the Work. Show each activity in proper sequence. Indicate graphically the sequences necessary for completion of related portions of the Work.
5. Coordinate the Contractor's Construction Schedule with the Schedule of Values, list of subcontracts, Submittal Schedule, progress reports, payment requests, and other schedules.
6. Indicate completion in advance of the date established for Substantial Completion. Indicate Substantial Completion on the schedule to allow time for the Engineer's procedures necessary for certification of Substantial Completion.
7. The Construction Manager shall be responsible for coordination of Prime Contractors. Each Prime Contractor is to coordinate the work of each other Prime Contractor so that the work and schedule is not impeded. The contractors shall modify schedules to Construction Manager's master CPM schedule from commencement of work to completion of work.

B. Work Stages: Indicate important stages of construction for each major portion of the Work, including submittal review, testing, and installation.

C. Cost Correlation: At the head of the schedule, provide a cost correlation line, indicating planned and actual costs. On the line, show dollar volume of Work performed as of the dates used for preparation of payment requests.

    1. Refer to Division 1 Section "Applications for Payment" for cost reporting and payment procedures.

D. Distribution: Following response to the initial submittal, print and forward copies to the Construction Manager for distribution to the Engineer, Owner, subcontractors, and other parties required to comply with scheduled dates. Post copies in the Project meeting room and temporary field office.

    1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

E. Schedule Updating: Revise the schedule after each meeting, event, or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

F. Weekly Schedule look ahead: on a weekly basis prepare a contractor's "2-week look ahead" schedule and provide to Owner and Engineer.

1.6 SUBMITTAL SCHEDULE

A. Prepare a written schedule (or log) showing each specification item to be submitted, projected date into Engineer for review, lead time for procurement and required on job date. Submit this schedule to the Construction Manager prior to application for first payment. Update this schedule bi-weekly with actual submission dates and material arrival dates.

B. Submittals must be prepared and transmitted to the Construction Manager as follows, unless otherwise approved by the Construction Manager:

    1. Within 10 days after Notice to Proceed:

        a. Any items referenced in other Sections of this Project Manual
        b. Materials incorporated in the work before Engineer's approval of required submittals may be determined defective and all other submittals required to commence work and long-lead items critical to job schedule

    2. Balance of Submittals - within 30 days after Notice to Proceed.
    3. Upon approval by the Construction Manager, non-critical submittals may be transmitted later.
    4. Prepare submittals including information in paragraph 1.4 B and C. above.

C. Prepare a written schedule (or log) showing each specification item to be submitted, projected date into Engineer for review, lead time for procurement and required on job date.

D. Distribution: Following response to the initial submittal, print and distribute copies to the Construction Manager for distribution to the Engineer, Owner, and other parties required to comply with submittal dates indicated. Approved submittals must be available and on file in the contractor's field office.

    1. When revisions are made, distribute to the same parties and post in the same locations. Delete parties from distribution when they have completed their assigned portion of the Work and are no longer involved in construction activities.

E. Schedule Updating: Revise the submittal schedule after each meeting or activity where revisions have been recognized or made. Issue the updated schedule concurrently with the report of each meeting.

1.7 DAILY CONSTRUCTION REPORTS

A. Prepare a daily construction report recording the following information concerning events at the site, and submit duplicate copies to the Construction Manger at weekly intervals:

    1. List of subcontractors at the site
    2. Approximate count of personnel at the site

3. High and low temperatures, general weather conditions
4. Accidents and unusual events
5. Meetings and significant decisions
6. Stoppages, delays, shortages, and losses
7. Meter readings and similar recordings
8. Emergency procedures
9. Orders and request of governing authorities
10. Change Orders received, implemented
11. Services connected, disconnected
12. Equipment or system tests and start-ups
13. Partial completions, occupancies
14. Substantial completions authorized

1.8.1 SHOP DRAWINGS

A. Submit newly prepared information drawn accurately to scale. Highlight, encircle, or otherwise indicate deviations from the Contract Documents. Do not reproduce Contract Documents or copy standard information as the basis of Shop Drawings. Standard information prepared without specific reference to the Project is not a Shop Drawing.
B. Shop Drawings include fabrication and installation drawings, setting diagrams, schedules, patterns, templates and similar drawings. Include the following information:

1. Dimensions
2. Identification of products and materials included by sheet and detail number
3. Compliance with specified standards
4. Notation of coordination requirements
5. Notation of dimensions established by field measurement
6. Sheet size: Except for templates, patterns and similar full-size drawings, submit Shop Drawings on sheets at last 8½ by 11 inches (215 by 280 mm) but no larger than 36 by 48 inches (890 by 1220 mm).
7. All Technical Submittals:
   a. Six (6) copies to Engineer and one (1) copy to the Construction Manager.
   b. One (1) legible reproducible* and one (1) copy to Engineer/Engineer office

      **NOTE:*
      1) Reproducibles must be of sufficient quality for prints to read original detail, as well as mark-ups. Unacceptable quality submissions will be returned without review.
      2) Two (2) paper copies can be sent if documents are 11" x 17" or smaller. ***NOTE:*** *Scale and detail must be readable.*

8. Do not use Shop Drawings without an appropriate final stamp indicating action taken.
9. Maintain approved copies on site to record "as-built" conditions.
10. Submit additional copies of as-built, approved drawings as specified in project closeout.

1.9 PRODUCT DATA

A. Collect Product Data into a single submittal for each element of construction or system. Submit prior to shop drawings or simultaneously when products are specified items or A/E approval is granted. Product Data includes printed information, such as manufacturer's installation instructions, catalog cuts, standard color charts, roughing-in diagrams and templates, standard wiring diagrams, and performance curves.

1. Mark each copy to show applicable choices and options. Where printed Product Data includes information on several products that are not required, mark copies to indicate the applicable information. Include the following information:
   a. Manufacturer's printed recommendations
   b. Compliance with trade association standards
   c. Compliance with recognized testing agency standards
   d. Application of testing agency labels and seals
   e. Notation of dimensions verified by field measurement
   f. Notation of coordination requirements

2. Do not submit Product Data until compliance with requirements of the Contract Documents has been confirmed.
3. Submit five (5) copies of Product Data to Engineer and One (1) to CM. (Submit additional copies of approved data as specified for project closeout.)
4. Distribution: Furnish copies of final submittal to installers, subcontractors, suppliers, manufacturers, fabricators, and others required for performance of construction activities. Show distribution on transmittal forms.

   a. Do not proceed with installation until a copy of Product Data is in the Installer's possession.
   b. Do not permit use of unmarked copies of Product Data in connection with construction.

1.10 QUALITY ASSURANCE SUBMITTALS

A. Submit quality-control submittals, including design data, certifications, manufacturer's instructions, manufacturer's field reports, and other quality-control submittals as required under other Sections of the Specifications.

B. Certifications: Where other Sections of the Specifications require certification that a notarized certification from the manufacturer certifying compliance with specified requirements.

1. Signature: Certification shall be signed by an officer of the manufacturer or other individual authorized to sign documents on behalf of the company.

C. Inspection and Test Reports: Requirements for submittal of inspection and test reports from independent testing agencies are specified in Division 1 Section “Quality Control”.

1.11 ENGINEER’S ACTION

A. Except for submittals for the record or information, where action and return is required, the Engineer will review each submittal, mark to indicate action taken, and return promptly.
   1. Compliance with specified characteristics is the Contractor’s responsibility, as stated on the approval stamp.

B. Action Stamp: The Engineer will stamp each submittal with a uniform, action stamp. The Engineer will mark the stamp appropriately to indicate the action taken, as follows:

   1. Final Unrestricted Release: When the Engineer marks a submittal “Reviewed”, the Work covered by the submittal may proceed provided it complies with requirements of the Contract Documents. Final payment depends on that compliance.
   2. Final-But-Restricted Release: When the Engineer marks a submittal “Furnish As Corrected”, the Work covered by the submittal may proceed provided it complies with notations or corrections on the submittal and requirements of the Contract Documents. Final payment depends on that compliance. (No re-submittal is required.)
   3. “Revise and Resubmit” bears the same definition, but requires a revised submittal for confirmation.
   4. Returned for Re-submittal: When the Engineer marks a submittal “Rejected”, do not proceed with Work covered by the submittal, including purchasing, fabrication, delivery, or other activity. Revise or prepare a new submittal according to the notations; resubmit without delay. Repeat if necessary to obtain different action mark.

      a. Do not use, or allow others to use, submittals marked “Rejected” at the Project Site or elsewhere where Work is in progress.

   5. Other Action: Where a submittal is for information or record purposes or special processing or other activity, the Engineer will return the submittal marked “Action Not Required”.

C. Unsolicited Submittals: The Engineer will return unsolicited submittals to the sender without action.

PART 2 - PRODUCTS (Not Applicable)

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01300

SECTION 01400
QUALITY REQUIREMENTS

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This 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 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 quality control procedures that facilitate compliance with the Contract Document requirements.
3. Requirements for Contractor to provide quality control services required by Engineer, Owner, Construction Manager, or authorities having jurisdiction are not limited by provisions of this Section.

C. Related Sections include the following:

1. Division 1 Section "Allowances" for testing and inspection allowances.
2. Division 1 Section "Photographic Documentation" for developing a schedule of required tests and inspections.
3. Division 1 Section "Cutting and Patching" for repair and restoration of construction disturbed by testing and inspecting activities.
4. Division 2 through 16 Sections for specific test and inspection requirements.

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 ensure that proposed construction complies with requirements.

B. Quality-Control Services: Tests, inspections, procedures, and related actions during and after execution of the Work to evaluate that completed construction complies with requirements. Services do not include contract enforcement activities performed by Engineer or Construction Manager.

C. Mockups: Full size, physical example assemblies to illustrate finishes and materials. Mockups are used to verify selections made under Sample submittals, to demonstrate aesthetic effects and, where indicated, qualities of materials and execution, and to review construction, coordination, testing, or operation; they are not Samples. Mockups establish the standard by which the Work will be judged.

D. Testing Agency: An entity engaged to perform specific tests, inspections, or both testing laboratory shall mean the same as testing agency.

1.4 DELEGATED DESIGN

A. Performance and Design Criteria: Where professional design services or certifications by a design professional are specifically required of Contractor by the Contract Documents, provide products and systems complying with specific performance and design criteria indicated.

1. If criteria indicated are not sufficient to perform services or certification required, submit a written request for additional information to Engineer.

1.5 SUBMITTALS

A. Qualification Data: 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.

B. Delegated-Design Submittal: In addition to Shop Drawings, Product Data, and other required submittals, submit a statement, signed and sealed by the responsible design professional, for each product and system specifically assigned to Contractor to be designed or certified by a design professional, indicating that the products and systems are in compliance with performance and design criteria indicated. Include list of codes, loads, and other factors used in performing these services.

C. Schedule of Tests and Inspections: Prepare in tabular form and include the following:

1. Specification Section number and title.
2. Description of test and inspection.
3. Identification of applicable standards.
4. Identification of test and inspection methods.
5. Number of tests and inspections required.
6. Time schedule or time span for tests and inspections.
7. Entity responsible for performing tests and inspections.

8. Requirements for obtaining samples.
9. Unique characteristics for each quality control service.

D. Reports: Prepare and submit certified written reports that 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. Ambient conditions at time of sample taking and testing 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.

E. Permits, Licenses, and Certificates: For Owner'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.

1.6 QUALITY ASSURANCE

A. 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.

B. Factory-Authorized Service Representative Qualifications: An authorized representative of manufacturer who is trained and approved by manufacturer to inspect installation of manufacturer's products that are similar in material, design, and extent those indicated for this Project.

C. 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.

D. Manufacturer Qualifications: A firm experienced in manufacturing products or systems similar to those indicated for this Project with a record of successful in-service performance.

E. Professional Engineer Qualifications: A professional engineer who is legally qualified to practice in jurisdiction where Project is located and

who is experienced in providing engineering services of the kind indicated. Engineering services are defined as those performed for installations of the system, assembly, or product that are similar to those indicated for this Project in material, design, and extent.

F. Specialists: Certain sections of the Specifications require that specific construction activities shall be performed by entities who are recognized experts in those operations. Specialists shall satisfy qualification requirements indicated and shall be engaged for the activities indicated.

1. Requirement for specialists shall not supersede building codes and similar regulations governing the Work, nor interfere with local trade-union jurisdictional settlements and similar conventions.

G. Testing Agency Qualifications: An agency with the experience and capability to conduct testing and inspecting indicated, as documented by ASTM E 548, and that specialized in types of tests and inspections to be performed.

H. Preconstruction Testing: Testing agency shall perform preconstruction testing for compliance with specified requirements for performance and test methods.

1. Contractor responsibilities include the following:

a. Provide test specimens and assemblies representative of proposed materials and construction. Provide sizes and configurations of assemblies to adequately demonstrate capability of product to comply with performance requirements.
b. Submit specimens in a timely manner with sufficient time for testing and analyzing results to prevent delaying the Work.
c. Fabricate and install test assemblies using installers who will perform the same tasks for Project.
d. When testing is complete, remove assemblies; do not reuse materials on Project.

2. Testing Agency Responsibilities: Submit a certified written report of each test, inspection, and similar quality-assurance service to Engineer, through Construction Manager, with copy to Contractor. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.

I. Mockups: Before installing portions of the Work requiring mockups, build mockups for each form of construction and finish required to comply with the following requirements, using materials indicated for the completed Work:

1. Build mockups in location and of size indicated or, if not indicated, as directed by Engineer or Construction Manager.

2. Notify Engineer and Construction Manager seven days (7) in advance of dates and time when mockups will be constructed.
3. Demonstrate the proposed range of aesthetic effects and workmanship.
4. Obtain Engineer's approval of mockups before starting work, fabrication, or construction.
5. Maintain mockups during construction in an undisturbed condition as a standard for judging the completed Work.
6. Demolish and remove mockups when directed, unless otherwise indicated.

1.7 QUALITY CONTROL

A. Owner Responsibilities: Where quality control services are indicated as Owner's responsibility, Owner will engage a qualified testing agency to perform these services.

1. Owner will furnish Contractor with names, addresses, and telephone numbers of testing agencies engaged and a description of the types of testing and inspecting they are engaged to perform.
2. Payment for these services will be made from testing and inspection allowances, as authorized by Change Orders.
3. Costs for retesting and reinspecting construction that replaces or is necessitated by work that failed to comply with the Contract Documents will be charged to Contractor, and the Contract Sum will be adjusted by Change Order.

B. Special Tests and Inspections: Owner will engage a testing agency to conduct special tests and inspections required by authorities having jurisdiction as the responsibility of Owner.

1. Testing agency will notify Engineer, Construction Manager, and Contractor promptly of irregularities and deficiencies observed in the Work during performance of its services.
2. Testing agency will submit a certified written report of each test, inspection, and similar quality control service to Engineer, through Construction Manager, with copy to Contractor and to authorities having jurisdiction.
3. Testing agency will submit a final report of special tests and inspections at Substantial Completion, which includes a list of unresolved deficiencies.
4. Testing agency will interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from the Contract Documents.
5. Testing agency will retest and reinspect corrected work.

C. 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.

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 revised or replaced Work that failed to comply with requirements established by the Contract Documents.

E. Testing Agency Responsibilities: Cooperate with Engineer, Construction Manager, and Contractor in performance of duties. Provide qualified personnel to perform required tests and inspections.

1. Notify Engineer, Construction Manager, and Contractor promptly of irregularities or deficiencies observed in the Work during performance of its services.
2. Interpret tests and inspections and state in each report whether tested and inspected work complies with or deviates from requirements.
3. Submit a certified written report, in duplicate, of each test, inspection, and similar quality control service through Contractor.
4. Do not release, revoke, alter, or increase requirements of the Contract Documents or approve or accept any portion of the Work.
5. Do not perform any duties of the Contractor.

F. Associated Services: Cooperate with agencies performing required tests, inspections, and similar quality control services, and provide reasonable auxiliary services as requested. Notify agency sufficiently in advance of operations to permit assignment of personnel. Provide the following:

1. Access to the Work.
2. Incidental labor and facilities necessary to facilitate tests and inspections.
3. Adequate quantities of representative samples of materials that require testing and inspecting. Assist agency in obtaining samples.
4. Facilities for storage and field curing of test samples.
5. Delivery of samples to testing agencies.
6. Preliminary design mix proposed for use for material mixes that require control by testing agency.
7. Security and protection for samples and for testing and inspecting equipment at Project site.

G. Coordination: Coordinate sequence of activities to accommodate required quality assurance and quality 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.

H. Schedule of Tests and Inspections: Prepare a schedule of tests, inspections, and similar quality control services required by the Contract

Documents. Submit schedule within 30 days of date established for the Notice to Proceed.

1. Distribution: Distribute schedule to Owner, Engineer, Construction Manager, testing agencies, and each party involved in performance of the Work where tests and inspections are required.

PART 2 – PRODUCTS (Not Used)

PART 3 – EXECUTION

3.1 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 Sections of these Specifications. Restore patched areas and extend restoration into adjoining areas in a manner that eliminates evidence of patching.
2. Comply with the Contract Documents requirements for Division 1 Section “Cutting and Patching”.

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 01400

SECTION 01600
MATERIALS and EQUIPMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements governing the Contractor's selection of products for use in the Project.

1. Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each Prime Contractor.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Submittals" specifies requirements for submittal of the Contractor's Construction Schedule and the Submittal Schedule.

2. Division 1 Section "Substitutions" specified administrative procedures for handling requests for substitutions made after award of the Contract.

1.3 DEFINITIONS

A. Definitions used in this Article are not intended to change the meaning of other terms used in the Contract Documents, such as "specialties", "systems", "structure", "finishes", "accessories", and other similar terms. Such terms are self-explanatory and have well-recognized meanings in the construction industry.

1. "Products" are items purchased for incorporation in the Work, whether purchased for the Project or taken from previously purchased stock. The term "product" includes the terms "material", "equipment", "system", and terms of similar intent.

a) "Named Products" are items identified by the manufacturer's product name, including make or model number or other designation, shown or listed in the manufacturer's published product literature that is current as of the date of the Contract Documents.

b) "Foreign Products", as distinguished from "domestic products", are items substantially manufactured (50 percent or more of value) outside the United States and its possessions. Products produced or supplied by entities substantially owned (more than 50 percent) by persons who are not citizens of, nor living within, the United States and its possessions are also considered to be foreign products.

2. “Materials” are products substantially shaped, cut, worked, mixed, finished, refined or otherwise fabricated, processed, or installed to form a part of the Work.

3. “Equipment” is a product with operational parts, whether motorized or manually operated, that requires service connections, such as wiring or piping.

1.4 SUBMITTALS

A. Product List: Prepare a list showing products specified in tabular form acceptable to the Engineer. Include generic names of products required. Include the manufacturer’s name and proprietary product names for each item listed.

1. Coordinate product list with the Contractor’s Construction Schedule and the Schedule of Submittals.

2. Form: Prepare product list with information on each item tabulated under the following column headings.

a) Related Specification Section number.
b) Generic name used in Contract Documents
c) Proprietary name, model number, and similar designations
d) Manufacturer’s name and address
e) Supplier’s name and address
f) Installer’s name and address
g) Projected delivery date or time span of delivery period

3. Initial Submittal: Within 15 days after date of commencement of the Work, submit 3 copies of an initial product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.

a) At the Contractor’s option, the initial submittal may be limited to product selections and designations that must be established early in the Contract period.

4. Completed List: Within 30 days after date of commencement of the Work, submit 3 copies of the completed product list. Provide a written explanation for omissions of data and for known variations from Contract requirements.

5. Engineer’s Action: The Engineer will respond in writing to Contractor within two weeks of receipt of the completed product list. No response within this period constitutes no objection to listed manufacturers or products but does not constitute a waiver of the requirement that products comply with Contract Documents. The Engineer’s response will include a list of unacceptable product selections, containing a brief explanation of reasons for this action.

1.5 QUALITY ASSURANCE

A. Source Limitations: To the fullest extent possible, provide products of the same kind from a single source.

1. Contractor is to verify necessary lead times for all materials; however, when specified products are available only from sources that do not, or cannot, produce a quality adequate to complete project requirements in a timely manner, consult with the Engineer to determine the most important product qualities before proceeding. Qualities may include attributes, such as visual appearance, strength, durability, or compatibility. When a determination has been made, select products from sources producing products that possess these qualities, to the fullest extent possible.

B. Compatibility of Options: When the Contractor is given the option of selecting between two or more products for use on the Project, the product selected shall be compatible with products previously selected, even if previously selected products were also options.

1. Each Prime Contractor is responsible for providing products and construction methods that are compatible with products and construction methods of other Primes or separate Contractors.

2. If a dispute arises between Prime Contractors over concurrently selectable, but incompatible products, the Engineer will determine which products shall be retained and which are incompatible and must be replaced.

C. Foreign Product Limitations: Except under one or more of the following conditions, provide domestic products, not foreign products, for inclusion in the Work:

1. No available domestic product complies with the Contract Documents.

2. Domestic products that comply with the Contract Documents are available only at prices or terms substantially higher than foreign products that comply with the Contract Documents.

D. Nameplates: Except for required labels and operating data, do not attach or imprint manufacturer’s or producer's nameplates or trademarks on exposed surfaces of products that will be exposed in view in occupied spaces or on the exterior.

1. Labels: Locate required product labels and stamps on concealed surfaces or, where required for observation after installation, on accessible surfaces that are not conspicuous.

2. Equipment Nameplates: Provide a permanent nameplate on each item of service-connected or power-operated equipment. Locate on an easily accessible surface that is inconspicuous in occupied spaces. The nameplate shall contain the following information and other essential

operating data:

a) Name of product and manufacturer
b) Model and serial number
c) Capacity
d) Speed
e) Ratings

1.6 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Deliver, store, and handle products according to the manufacturer's recommendations, using means and methods that will prevent damage, deterioration, and loss, including theft.

1. Schedule delivery to minimize long-term storage at the site and to prevent overcrowding of construction spaces.

2. Coordinate delivery with installation time to assure minimum holding time for items that are flammable, hazardous, easily damaged, or sensitive to deterioration, theft, and other losses.

3. Deliver products to the site in an undamaged condition in the manufacturer's original sealed container or other packaging system, complete with labels and instructions for handling, storing, unpacking, protecting, and installing.

4. Inspect products upon delivery to ensure compliance with the Contract Documents and to ensure that products are undamaged and properly protected.

5. Store products at the site in a manner that will facilitate inspection and measurement of quantity or counting of units.

6. Store heavy materials away from the Project structure in a manner that will not endanger the supporting construction.

7. Store products subject to damage by the elements above ground, under cover in a weather-tight enclosure, with ventilation adequate to prevent condensation. Maintain temperature and humidity within range required by manufacturer's instructions.

PART 2 - PRODUCTS

2.1 PRODUCT SELECTION

A. General Product Requirements: Provide products that comply with the Contract Documents, that are undamaged and, unless otherwise indicated, new at the time of installation.

1. Provide products complete with accessories, trim, finish, safety guards,

and other devices and details needed for a complete installation and the intended use and effect.

2. Standard Products: Where available, provide standard products of types that have been produced and used successfully in similar situations on other projects.

B. Product Selection Procedures: The Contract Documents and governing regulations govern product selection. Procedures governing product selection include the following:

1. Proprietary Specification Requirements: Where Specifications name only a single products or manufacturer, provide the product indicated. No substitutions will be permitted.

2. Semi-proprietary Specification Requirements: Where Specifications name two or more products or manufacturers, provide one of the products indicated. No substitutions will be permitted.

a) Where Specifications specify products or manufacturers by name, accompanied by the term “equal” or “or approved equal”, comply with the Contract Document provisions concerning “substitutions” to obtain approval for use of an unnamed product.

3. Non-proprietary Specifications: When Specifications list products or manufacturers that are available and may be incorporated in the Work, but do not restrict the Contractor to use of these products only, the Contractor may propose any available product that complies with Contract requirements. Comply with Contract Document provisions concerning “substitutions” to obtain approval for use of an unnamed product.

4. Descriptive Specification Requirements: Where Specifications describe a product or assembly, list exact characteristics required, with or without use of a brand or trade name, provide a product or assembly that provides the characteristics and otherwise complies with Contract requirements.

5. Performance Specification Requirements: Where Specifications require compliance with performance requirements, provide products that comply with these requirements and are recommended by the manufacturer for the application indicated.

a) Manufacturer’s recommendations may be contained in published product literature or by the manufacturer’s certification of performance.

6. Compliance with Standards, Codes, and Regulations: Where Specifications only require compliance with an imposed code, standard, or regulation, select a product that complies with the standards, codes, or regulations specified.

7. Visual Matching: Where Specifications require matching an established Sample, the Engineer's decision will be final on whether a proposed product matches satisfactorily.

    a) Where no product available within the specified category matches satisfactorily and complies with other specified requirements, comply with provisions of the Contract Documents concerning "substitutions" for selection of a matching product in another product category.

8. Visual Selection: Where specified product requirements include the phrase "… as selected from manufacturer's standard or premium colors, patterns, textures…" or a similar phrase, select a product and manufacturer that complies with other specified requirements. The Engineer will select the color, pattern, and texture from the product line selected.

9. Allowances: Refer to individual Specification Sections and "Allowance" provision in Division 1 for allowances that control product selection and for procedures required for processing such selections. (If applicable)

PART 3 - EXECUTION

3.1 INSTALLATION OF PRODUCTS

A. Comply with manufacturer's instructions and recommendations for installation of products in the applications indicated. Anchor each product securely in place, accurately located and aligned with other Work.

    1. Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

END OF SECTION 01600

SECTION 01631
SUBSTITUTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for handling requests for substitutions made after award of the Contract.

1. Multiple Prime Contracts: Provisions of this Section apply to the construction activities of each Prime Contractor.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section “Submittals” specifies requirements for submittal of the Contractor’s Construction Schedule and the Submittal Schedule.

2. Division 1 Section “Materials and Equipment” specifies requirements governing the Contractor’s selection of products and product options.

1.3 DEFINITIONS

A. Definitions used in this Article do not change or modify the meaning of other terms used in the Contract Documents.

B. Substitutions: Changes in products, materials, equipment, and methods of construction required by the Contract Documents proposed by the Contractor after award of the Contract are considered to be requests for substitutions. The following are not considered to be requests for substitutions:

1. Substitutions requested during the bidding period, and accepted by Addendum prior to award of the Contract, are included in the Contract Documents and are not subject to requirements specified in this Section for substitutions.

2. Revisions to the Contract Documents requested by the Owner or Engineer.

3. Specified options of products and construction methods included in the Contract Documents.

1.4 SUBMITTALS

A. Substitution Request Submittal: The Engineer will consider requests for substitution if received within 60 days after commencement of the Work. Requests received more than 60 days after commencement of the Work may be considered or rejected at the discretion of the Engineer.

1. Make submittals as described in the Submittals Section for each request for substitution for consideration. Submit requests in the form and according to procedures required for Change Order proposals.

2. Identify the product or the fabrication or installation method to be replaced in each request. Include related Specification Section and Drawing numbers.

3. Provide complete documentation showing compliance with the requirements for substitutions, and the following information, as appropriate.

   a. Coordination information, including a list of changes or modifications needed to other parts of the Work and to construction performed by the Owner and separate contractors that will be necessary to accommodate the proposed substitution.
   b. A detailed comparison of significant qualities of the proposed substitution with those of the Work specified. Significant qualities may include elements, such as performance, weight, size, durability, and visual effect.
   c. Product Data, including Drawings and descriptions of products and fabrication and installation procedures.
   d. Samples, where applicable or requested.
   e. A statement indicating the substitution's effect on the Contractor's Construction schedule compared to the schedule without approval of the substitution. Indicate the effect of the proposed substitution on overall Contract time.
   f. Cost information, including a proposal of the net change in the Contract Sum.
   g. The Contractor's certification that the proposed substitution conforms to requirements in the Contract Documents in every respect and is appropriate for the applications indicated.
   h. The Contractor's waiver of rights to additional payment or time that may subsequently become necessary because of the failure of the substitution to perform adequately.

4. Engineer's Action: If necessary, the Engineer will request additional information or documentation for evaluation within one week of receipt of a request for substitution. The Engineer will notify the Contractor of acceptance or rejection of the substitution within two weeks of receipt of the request, or one week of receipt of additional information or documentation, whichever is later. Acceptance will be in the form of a Change Order.

a. Use the product specified if the Engineer cannot make a decision on the use of a proposed substitute within the time allocated.

PART 2 - PRODUCTS

2.1 SUBSTITUTIONS

A. Conditions: The Engineer will receive and consider the Contractor's request for substitution when one or more of the following conditions are satisfied, as determined by the Engineer. If the following conditions are not satisfied, the Engineer will return the requests without action except to record non-compliance with these requirements.

1. Extensive revisions to the Contract Documents are not required.

2. Proposed changes are in keeping with the general intent of the Contract Documents.

3. The request is timely, fully documented, and properly submitted.

4. The specified product or method of construction cannot be provided within the Contract time. The Engineer will not consider the request if the product or method cannot be provided as a result of failure to pursue the Work promptly or coordinate activities properly.

5. The request is directly related to an "or equal" clause or similar language in the Contract Documents.

6. The requested substitution offers the Owner a substantial advantage, in cost, time, energy conservation, or other considerations, after deducting additional responsibilities the Owner must assume. The Owner's additional responsibilities may include compensation to the Engineer for redesign and evaluation services, increased cost of other construction by the Owner, and similar considerations.

7. The specified product or method of construction cannot receive necessary approval by a governing authority, and the requested substitution can be approved.

8. The specified product or method of construction cannot be provided in a manner that is compatible with other materials and where the Contractor certifies that the substitution will overcome the incompatibility.

9. The specified product or method of construction cannot be coordinated with other materials and where the Contractor certifies that the proposed substitution can be coordinated.

10. The specified product or method of construction cannot provide a warranty required by the Contract Documents and where the Contractor certifies that the proposed substitution provides the required warranty.

11. Where a proposed substitution involves more than one Prime Contractor, each Contractor shall cooperate with the other Contractors involved to coordinate the Work, provide uniformity and consistency, and assure compatibility of products.

B. The Contractor's submittal and the Engineer's acceptance of Shop Drawings, Product Data, or Samples for construction activities not complying with the Contract Documents do not constitute an acceptable or valid request for substitution, nor do they constitute approval.

PART 3 - EXECUTION (Not Applicable)

END OF SECTION 01631

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes general procedural requirements governing execution of the Work including, but not limited to, the following:

1. Construction layout.
2. Field engineering and surveying.
3. General installation of products.
4. Coordination of Owner-installed products.
5. Progress cleaning.
6. Starting and adjusting.
7. Protection of installed construction.
8. Correction of the Work.

B. Related Sections include the following:

1. Division 1 Section "Coordination" for procedures for coordinating field engineering with other construction activities.
2. Division 1 Section "Submittals" for submitting surveys.
3. Division 1 Section "Cutting and Patching" for procedural requirements for cutting and patching necessary for the installation or performance of other components of the Work.
4. Division 1 Section "Contract Closeout" for submitting final property survey with Project Record Documents, recording of Owner-accepted deviations from indicated lines and levels, and final cleaning.

1.3 SUBMITTALS

A. Precast concrete structures shall be submitted prior to ordering.

B. Tablet chlorinators and dechlorinators shall be submitted prior to ordering.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION

1.4 EXAMINATION

A. Existing Conditions: The existence and location of site improvements, utilities, and other construction indicated as existing are not guaranteed. Before beginning work, investigate and verify the existence and location of mechanical and electrical systems and other construction affecting the Work.

1. Before construction, verify the location and points of connection of utility services.

B. Existing Utilities: The existence and location of underground and other utilities and construction indicated as existing are not guaranteed. Before beginning sitework, 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; and underground electrical services.
2. Furnish location data for work related to Project that must be performed by public utilities serving Project site.

C. Acceptance of Conditions: Examine substrates, areas, and conditions, with Installer or Applicator present where indicated, for compliance with requirements for installation tolerances and other conditions affecting performance. Record observations.

1. Written Report: Where a written report listing conditions detrimental to performance of the Work is required by other Sections, include the following:

a. Description of the Work.
b. List of detrimental conditions, including substrates.
c. List of unacceptable installation tolerances.
d. Recommended corrections.

2. Verify compatibility with and suitability of substrates, including compatibility with existing finishes or primers.
3. Examine roughing-in for mechanical and electrical systems to verify actual locations of connections before equipment and fixture installation.
4. Examine walls, floors, and roofs for suitable conditions where products and systems are to be installed.
5. Proceed with installation only after unsatisfactory conditions have been corrected. Proceeding with the Work indicates acceptance of surfaces and conditions.

1.5 PREPARATION

A. Existing Utility Information: Furnish information to Owner 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. Existing Utility Interruptions: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted under the following:

1. Notify Construction Manager and Owner not less than two (2) days in advance of proposed utility interruptions.

C. Field Measurements: Take field measurements as required to fit the Work properly. 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.

D. Space Requirements: Verify space requirements and dimensions of items shown diagrammatically on Drawings.

E. Review of Contract Documents and Field Conditions: Immediately on discovery of the need for clarification of the Contract Documents, submit a request for information to Engineer. Include a detailed description of problem encountered, together with recommendations for changing the Contract Documents.

1.6 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 and Construction Manager 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 story of construction and elsewhere as needed to locate each element of Project.
2. Establish dimensions within tolerances indicated. Do not scale Drawings to obtain required dimensions.
3. Inform installers of lines and levels to which they must comply.
4. Check the location, level and plumb, of every major element as the Work progresses.
5. Notify Engineer and Construction Manager when deviations from required lines and levels exceed allowable tolerances.
6. 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 pavements, grading, fill and topsoil placement, utility slopes, and invert elevations.

D. Building Lines and Levels: Locate and lay out control lines and levels for structures, building foundations, column grids, and floor levels, including those required for mechanical and electrical work. Transfer survey markings and elevations for use with control lines and levels. Level foundations and piers from two or more locations.

E. Surveyor's Log: Maintain a surveyor's log of control and other survey work. Make this log available for references.

F. Existing Utilities: Furnish information necessary to adjust, move, or relocate existing structures, utility poles, lines, services, or other appurtenances located in or affected by construction. Coordinate with the Engineer.

1.7 INSTALLATION

A. General: Locate the Work and components of the Work accurately, in correct alignment and elevation, as indicated.

1. Make vertical work plumb and make horizontal work level.
2. Where space is limited, install components to maximize space available for maintenance and ease of removal for replacement.
3. Conceal pipes, ducts, and wiring in finished areas, unless otherwise indicated.
4. Maintain minimum headroom clearance of 8 feet in spaces without a suspended ceiling.

B. Comply with manufacturer's written instructions and recommendations for installing products in applications indicated.

C. Install products at the time and under conditions that will ensure the best possible results. Maintain conditions required for product performance until Substantial Completion.

D. Conduct construction operations so no part of the Work is subjected to damaging operations or loading in excess of that expected during normal conditions of occupancy.

E. Tools and Equipment: Do not use tools or equipment that produce harmful noise levels.

F. Anchors and Fasteners: Provide anchors and fasteners as required to anchor each component securely in place, accurately located and aligned with other portions of the Work.

1. Mounting Heights: Where mounting heights are not indicated, mount components at heights directed by Engineer.
2. Allow for building movement, including thermal expansion and contraction.

G. Joints: Make joints of uniform width. Where joint locations in exposed work are not indicated, arrange joints for the best visual effect. Fit exposed connections together to form hairline joints.

H. Hazardous Materials: Use products, cleaners, and installation materials that are not considered hazardous.

1.8 OWNER-INSTALLED PRODUCTS

A. Site Access: Provide access to Project site for Owner's construction forces.

B. Coordination: Coordinate construction and operations of the Work with work performed by Owner's construction forces.

1. Construction Schedule: Inform Owner of Contractor's preferred construction schedule for Owner's portion of the Work. Adjust construction schedule based on a mutually agreeable timetable. Notify Owner if changes to schedule are required due to differences in actual construction progress.
2. Pre-installation Conferences: Include Owner's construction forces at pre-installation conferences covering portions of the Work that are to receive Owner's work. Attend pre-installation conferences conducted by Owner's construction forces if portions of the Work depend on Owner's construction.

1.9 PROGRESS CLEANING

A. General: Clean Project site and work areas daily, including common areas. Coordinate progress cleaning for joint-use areas where more than one installer has worked. Enforce requirements strictly. Dispose of materials lawfully.

1. Comply with requirements in NFPA 241 for removal of combustible waste materials and debris.
2. Do not hold materials more than 7 days during normal weather or 3 days if the temperature is expected to rise above 80 deg F.
3. Containerize hazardous and unsanitary waste materials separately from other waste. Mark containers appropriately and dispose of legally, according to regulations.

B. Site: Maintain Project site free of waste materials and debris.

C. Work Areas: Clean areas where work is in progress to the level of cleanliness necessary for proper execution of the Work.

1. Remove liquid spills promptly.
2. Where dust would impair proper execution of the Work, broom-clean or vacuum the entire work area, as appropriate.

D. Installed Work: Keep installed work clean. Clean installed surfaces according to written instructions of manufacturer or fabricator of product installed, using only cleaning materials specifically recommended. If specific cleaning materials are not recommended, use cleaning materials that are not hazardous to health or property and that will not damage exposed surfaces.

E. Concealed Spaces: Remove debris from concealed spaces before enclosing the space.

F. Exposed Surfaces: Clean exposed surfaces and protect as necessary to ensure freedom from damage and deterioration at time of Substantial Completion.

G. Cutting and Patching: Clean areas and spaces where cutting and patching are performed. Completely remove paint, mortar, oils, putty, and similar materials.

1. Thoroughly clean piping, conduit, and similar features before applying paint or other finishing materials. Restore damaged pipe covering to its original condition.

H. Waste Disposal: Burying or burning waste materials on-site will not be permitted. Washing waste materials down sewers or into waterways will not be permitted.

I. During handling and installation, clean and protect construction in progress and adjoining materials already in place. Apply protective covering where required to ensure protection from damage or deterioration at Substantial Completion.

J. Clean and provide maintenance on completed construction as frequently as necessary through the remainder of the construction period. Adjust and lubricate operable components to ensure operability without damaging effects.

K. Limiting Exposures: Supervise construction operations to assure that no part of the construction, completed or in progress is subject to harmful, dangerous, damaging, or otherwise deleterious exposure during the construction period.

1.10 STARTING AND ADJUSTING

A. Start equipment and operating components to confirm proper operation. Remove malfunctioning units, replace with new units, and retest.

B. Adjust operating components for proper operation without binding. Adjust equipment for proper operation.

C. Test each piece of equipment to verify proper operation. Test and adjust controls and safeties. Replace damaged and malfunctioning controls and equipment.

D. Manufacturer's Field Service: If a factory-authorized service representative is required to inspect field-assembled components and equipment installation, comply with qualification requirements in Division 1 Section "Quality Requirements."

1.11 PROTECTION OF INSTALLED CONSTRUCTION

A. Provide final protection and maintain conditions that ensure installed Work is without damage or deterioration at time of Substantial Completion.

B. Comply with manufacturers written instructions for temperature and relative humidity.

1.12 CORRECTION OF THE WORK

A. Repair or remove and replace defective construction. Restore damaged substrates and finishes. Comply with requirements in Division 1 Section "Cutting and Patching."

1. Repairing includes replacing defective parts, refinishing damaged surfaces, touching up with matching materials, and properly adjusting operating equipment.

B. Restore permanent facilities used during construction to their specified condition.

C. Remove and replace damaged surfaces that are exposed to view if surfaces cannot be repaired without visible evidence of repair.

D. Repair components that do not operate properly. Remove and replace operating components that cannot be repaired.

E. Remove and replace chipped, scratched, and broken glass or reflective surfaces.

END OF SECTION 01700

SECTION 01732
SELECTIVE DEMOLITION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes the following:

1. Demolition and removal of selected portions of a building or structure.
2. Repair procedures for selective demolition operations.

B. Related Sections include the following:

1. Division 1 Section "Work Restrictions" for restrictions on use of the premises due to Owner or tenant occupancy.
2. Division 1 Section "Photographic Documentation" for pre-construction photographs taken before selective demolition.
3. Division 1 Section "Temporary Facilities and Controls" for temporary construction and environmental-protection measures for selective demolition operations.
4. Division 1 Section "Cutting and Patching" for cutting and patching procedures for selective demolition operations.

1.3 DEFINITIONS

A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.

B. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated.

C. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

A. Except for items or materials indicated to be reused, salvaged, reinstalled, or otherwise indicated to remain Owner's property, demolished materials shall become Contractor's property and shall be removed from Project site.

1.5 SUBMITTALS

A. Qualification Data: For firms and persons specified in "Quality Assurance" Article to demonstrate their capabilities and experience. Include lists of completed projects with project names and addresses, names and addresses of Engineers and owners, and other information specified.

B. Proposed Dust-Control and Noise-Control Measures: Submit statement or drawing that indicates the measures proposed for use, proposed locations, and proposed time frame for their operation. Identify options if proposed measures are later determined to be inadequate.

C. Schedule of Selective Demolition Activities: Indicate the following:

1. Detailed sequence of selective demolition and removal work, with starting and ending dates for each activity. Ensure Owner's building manager's on-site operations are uninterrupted.
2. Interruption of utility services.
3. Coordination for shutoff, capping, and continuation of utility services.
4. Locations of temporary partitions and means of egress.
5. Coordination of Owner's continuing occupancy of portions of existing building and of Owner's partial occupancy of completed Work.

D. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged.

E. Pre-demolition Photographs: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit before Work begins.

F. Landfill Records: Indicate receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.

1.6 QUALITY ASSURANCE

A. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.

B. Professional Engineer Qualifications: Comply with Division 1 Section "Quality Requirements."

C. Regulatory Requirements: Comply with governing EPA notification regulations before beginning selective demolition. Comply with hauling and disposal regulations of authorities having jurisdiction.

D. Standards: Comply with ANSI A10.6 and NFPA 241.

E. Pre-demolition Conference: Conduct conference at Project site. Review methods procedures related to selective demolition including, but not limited to, the following:

1. Inspect and discuss condition of construction to be selectively demolished.
2. Review structural load limitations of existing structure.
3. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
4. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.

1.7 PROJECT CONDITIONS

A. Owner will occupy portions of building immediately adjacent to selective demolition area. Conduct selective demolition so Owner's operations will not be disrupted. Provide not less than 72 hours notice to Owner of activities that will affect Owner's operations.

B. Maintain access to existing walkways, corridors, and other adjacent occupied or used facilities.

1. Do not close or obstruct walkways, corridors, or other occupied or used facilities without written permission from authorities having jurisdiction.

C. Owner assumes no responsibility for condition of areas to be selectively demolished.

1. Conditions existing at time of inspection for bidding purpose will be maintained by Owner as far as practical.
2. Before selective demolition, Owner will remove the following items:

a. Furniture and equipment.

D. Hazardous Materials: Hazardous materials are present in building to be selectively demolished. A report on the presence of hazardous materials is on file for review and use. Examine report to become aware of locations where hazardous materials are present.

1. Hazardous material remediation is specified elsewhere in the Contract Documents.
2. Do not disturb hazardous materials or items suspected of containing hazardous materials except under procedures specified elsewhere in the Contract Documents.

E. Storage or sale of removed items or materials on-site will not be permitted.

F. Utility Service: Maintain existing utilities indicated to remain in service and protect them against damage during selective demolition operations.

1. Maintain fire-protection facilities in service during selective demolition operations.

PART 2 - PRODUCTS

2.1 REPAIR MATERIALS

A. Use repair materials identical to existing materials.

1. If identical materials are unavailable or cannot be used for exposed surfaces, use materials that visually match existing adjacent surfaces to the fullest extent possible.
2. Use materials whose installed performance equal or surpass that of existing materials.

B. Comply with material and installation requirements specified in individual Specification Sections.

PART 3 - EXECUTION

3.1 EXAMINATION

A. Verify that utilities have been disconnected and capped.

B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.

C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.

D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

E. Engage a professional engineer to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of structure or adjacent structures during selective demolition operations.

F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES

A. Existing Utilities: Maintain services indicated to remain and protect them against damage during selective demolition operations.

B. Do not interrupt existing utilities serving occupied or operating facilities unless authorized in writing by Owner and authorities having jurisdiction. Provide temporary services during interruptions to existing utilities, as acceptable to Owner and to authorities having jurisdiction.

1. Provide at least 72 hours' notice to Owner if shutdown of service is required during changeover.

C. Utility Requirements: Locate, identify, disconnect, and seal or cap off indicated utilities serving areas to be selectively demolished.

1. Owner will arrange to shut off indicated utilities when requested by Contractor.
2. Arrange to shut off indicated utilities with utility companies.
3. If utility services are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary utilities that bypass area of selective demolition and that maintain continuity of service to other parts of building.
4. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing.

D. Utility Requirements: Refer to Division 15 and 16 Sections for shutting off, disconnecting, removing, and sealing or capping utilities. Do not start selective demolition work until utility disconnecting and sealing have been completed and verified in writing.

3.3 PREPARATION

A. Dangerous Materials: Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with selective demolition operations.

B. Pest Control: Employ a certified, licensed exterminator to treat building and to control rodents and vermin before and during selective demolition operations.

C. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.

1. Do not close or obstruct streets, walks, walkways, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate routes around closed or obstructed traffic ways if required by governing regulations.
2. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction.
3. Protect existing site improvements, appurtenances, and landscaping to remain.
4. Erect a plainly visible fence around drip line of individual trees or around perimeter drip line of groups of trees to remain.

D. Temporary Facilities: Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

1. Provide protection to ensure safe passage of people around selective demolition area and to and from occupied portions of building.

2. Provide temporary weather protection, during interval between selective demolition of existing construction on exterior surfaces and new construction, to prevent water leakage and damage to structure and interior areas.
3. Protect walls, ceilings, floors, and other existing finish work that are to remain or that are exposed during selective demolition operations.
4. Cover and protect furniture, furnishings, and equipment that have not been removed.

E. Temporary Enclosures: Provide temporary enclosures for protection of existing building and construction, in progress and completed, from exposure, foul weather, other construction operations, and similar activities. Provide temporary weather tight enclosure for building exterior.

1. Where heating or cooling is needed and permanent enclosure is not complete, provide insulated temporary enclosures. Coordinate enclosure with ventilating and material drying or curing requirements to avoid dangerous conditions and effects.

F. Temporary Partitions: Erect and maintain dustproof partitions and temporary enclosures to limit dust and dirt migration and to separate areas from fumes and noise.

G. Temporary Shoring: Provide and maintain interior and exterior shoring, bracing, or structural support to preserve stability and prevent movement, settlement, or collapse of construction to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.

3.4 POLLUTION CONTROLS

A. Dust Control: Use water mist, temporary enclosures, and other suitable methods to limit spread of dust and dirt. Comply with governing environmental-protection regulations.

1. Do not use water when it may damage existing construction or create hazardous or objectionable conditions, such as ice, flooding, and pollution.
2. Wet mop floors to eliminate trackable dirt and wipe down walls and doors of demolition enclosure. Vacuum carpeted areas.

B. Disposal: Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

1. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

C. Cleaning: Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Return adjacent areas to condition existing before selective demolition operations began.

3.5 SELECTIVE DEMOLITION

A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:

1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
5. Maintain adequate ventilation when using cutting torches.
6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
9. Dispose of demolished items and materials promptly.
10. Return elements of construction and surfaces that are to remain to condition existing before selective demolition operations began.

B. Existing Facilities: Comply with building manager's requirements for using and protecting elevators, stairs, walkways, loading docks, building entries, and other building facilities during selective demolition operations.

C. Removed and Salvaged Items: Comply with the following:

1. Clean salvaged items.
2. Pack or crate items after cleaning. Identify contents of containers.
3. Store items in a secure area until delivery to Owner.
4. Transport items to Owner's storage area on site designated by Owner.
5. Protect items from damage during transport and storage.

D. Removed and Reinstalled Items: Comply with the following:

1. Clean and repair items to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Identify contents of containers.
3. Protect items from damage during transport and storage.

4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

E. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and reinstalled in their original locations after selective demolition operations are complete.

F. Concrete: Demolish in small sections. Cut concrete to a depth of at least 3/4 inch at junctures with construction to remain, using power-driven saw. Dislodge concrete from reinforcement at perimeter of areas being demolished, cut reinforcement, and then remove remainder of concrete indicated for selective demolition. Neatly trim openings to dimensions indicated.

G. Concrete: Demolish in sections. Cut concrete full depth at junctures with construction to remain and at regular intervals, using power-driven saw, then remove concrete between saw cuts.

H. Masonry: Demolish in small sections. Cut masonry at junctures with construction to remain, using power-driven saw, then remove masonry between saw cuts.

I. Concrete Slabs-on-Grade: Saw-cut perimeter of area to be demolished, and then break up and remove.

J. Resilient Floor Coverings: Remove floor coverings and adhesive according to recommendations in RFCI-WP and its Addendum.

1. Remove residual adhesive and prepare substrate for new floor coverings by one of the methods recommended by RFCI.

K. Roofing: Remove no more existing roofing than can be covered in one day by new roofing. Refer to applicable Division 7 Section for new roofing requirements.

L. Air Conditioning Equipment: Remove equipment without releasing refrigerants.

3.6 PATCHING AND REPAIRS

A. General: Promptly repair damage to adjacent construction caused by selective demolition operations.

B. Patching: Comply with Division 1 Section "Cutting and Patching."

C. Repairs: Where repairs to existing surfaces are required, patch to produce surfaces suitable for new materials.

1. Completely fill holes and depressions in existing masonry walls that are to remain with an approved masonry patching material applied according to manufacturer's written recommendations.

D. Finishes: Restore exposed finishes of patched areas and extend restoration into adjoining construction in a manner that eliminates evidence of patching and refinishing.

E. Floors and Walls: Where walls or partitions that are demolished extend one finished area into another, patch and repair floor and wall surfaces in the new space. Provide an even surface of uniform finish color, texture, and appearance. Remove existing floor and wall coverings and replace with new materials, if necessary, to achieve uniform color and appearance.

1. Patch with durable seams that are as invisible as possible. Provide materials and comply with installation requirements specified in other Sections of these Specifications.
2. Where patching occurs in a painted surface, apply primer and intermediate paint coats over patch and apply final paint coat over entire unbroken surface containing patch. Provide additional coats until patch blends with adjacent surfaces.
3. Where feasible, test and inspect patched areas after completion to demonstrate integrity of installation.

F. Ceilings: Patch, repair, or rehang existing ceilings as necessary to provide an even-plane surface of uniform appearance.

3.7 DISPOSAL OF DEMOLISHED MATERIALS

A. General: Promptly dispose of demolished materials. Do not allow demolished materials to accumulate on-site.

B. Burning: Do not burn demolished materials.

3.8 SELECTIVE DEMOLITION SCHEDULE (See Drawings)

END OF SECTION

SECTION 01740
WARRANTIES

PART 1 – GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for warranties required by the Contract Documents, including manufacturers standard warranties on products and special warranties.

1. Refer to the General Conditions for terms of the Contractor's period for correction of the Work.

B. Related Sections: The following Sections contain requirements that relate to this Section:

1. Division 1 Section "Submittals" specifies procedures for submitting warranties.

2. Division 1 Section "Contract Closeout" specifies contract closeout procedures.

3. Included section of Technical Divisions 2 through 48 for specific requirements for warranties on products and installation specified to be warranted.

4. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

C. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the Contractor of the warranty on the Work that incorporates the products. Manufacturer's disclaimers and limitations on product warranties do not relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the Contractor.

D. Separate Prime Contracts: Each Prime Contractor is responsible for warranties related to its own Contract.

1.3 DEFINITIONS

A. Standard product warranties are preprinted written warranties published by individual manufacturers for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting failed or damaged warranted construction, remove and replace construction that has been damaged as a result of such failure or must be removed and replace to provide access for correction of warranted construction.

B. Reinstatement of Warranty: When Work covered by a warranty has failed and been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that Work covered by a warranty has failed, replace or rebuild the Work to an acceptable condition complying with the requirements of the Contract Documents. The Contractor is responsible for the cost of replacing or rebuilding defective Work regardless of whether the Owner has benefited from use of the Work through a portion of its anticipated useful service life.

D. Owner's Recourse: Expressed warranties made to the Owner are in addition to implied warranties and shall not limit the duties, obligations, rights, and remedies otherwise available under the law. Expressed warranty periods shall not be interpreted as limitations on the time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selection to products with warranties not in conflict with requirements of the Contract Documents.

E. Where the Contract Documents require a special warranty, or similar commitment on the Work or part of the Work, the Owner reserves the right to refuse to accept the Work, until the Contractor presents evidence that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to the Engineer prior to the date certified for Substantial Completion. If the Engineer's Certificate of Substantial Completion designates a commencement date for warranties other than the date of Substantial Completion for the Work, or a designated portion of the Work, submit written warranties upon request of the Engineer.

1. When a designated portion of the Work is completed and occupied or used by the Owner, by separate agreement with the Contractor during the construction period, submit properly executed warranties to the Engineer within 15 days of completion of that designated portion of the Work.

B. When the Contract Documents require the Contractor, or the Contractor and a subcontractor, supplier or manufacturer to execute a special warranty, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Owner, through the Engineer, for approval prior to final execution.

1. Refer to Division 2 through 16 Sections for specific content requirements and particular requirements for submitting special warranties.

C. Form of Submittal: At Final Completion compile two copies of each required warranty properly executed by the Contractor, or by the Contractor, subcontractor, supplier, or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

D. Bind warranties and bonds in heavy duty, commercial quality, durable 3-ring, vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8 ½" by 11" (115 by 280 mm) paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation provide a typed description of the product or installation, including the name of the product, and the name, address, and telephone of the Installer.

2. Identify each binder on the front spine with the typed or printed title "WARRANTIES", project title or name, and name of the Contractor.

3. When warranted construction requires operation and maintenance manuals, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PART 2 – PRODUCTS (Not Applicable)

PART 3 – EXECUTION (Not Applicable)

END OF SECTION 01740

SECTION 01781
PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for Project Record Documents, including the following:

1. Record Drawings.
2. Record Specifications.
3. Record Product Data.

B. Related Sections include the following:

1. Division 1 Section "Summary of Multiple Contracts" for coordinating Project Record Documents covering the Work of multiple contracts.
2. Division 1 Section "Closeout Procedures" for general closeout procedures and maintenance manual requirements.
3. Divisions 2 through 16 Sections for specific requirements for Project Record Documents of products in those Sections.

1.3 SUBMITTALS

A. Record Drawings: Comply with the following:

1. Number of Copies: Submit 2 sets of marked-up Record Prints.
2. Number of Copies: Submit copies of Record Drawings as follows:

a. Initial Submittal: Submit one set of corrected Record Transparencies and one set of marked-up Record Prints. Engineer will initial and date each transparency and mark whether general scope of changes, additional information recorded, and quality of drafting are acceptable. Engineer will return transparencies and prints for organizing into sets, printing, binding, and final submittal.
b. Final Submittal: Submit 2 sets of marked-up Record Prints, one set of record transparencies, and three copies printed from Record Transparencies. Print each Drawing, whether or not changes and additional information were recorded.

B. Record Specifications: Submit one copy of Project's Specifications, including addenda and contract modifications.

C. Record Product Data: Submit one copy of each Product Data submittal.

1. Where Record Product Data is required as part of operation and maintenance manuals, submit marked-up Product Data as an insert in the manual instead of submittal as Record Product Data.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

A. Record Prints: Maintain one set of blue- or black-line white prints of the Contract Drawings and Shop Drawings.

1. Preparation: Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity that obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.

a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
b. Accurately record information in an understandable drawing technique.
c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.

2. Content: Types of items requiring marking include, but are not limited to, the following:

a. Dimensional changes to Drawings.
b. Revisions to details shown on Drawings.
c. Depths of foundations below first floor.
d. Locations and depths of underground utilities.
e. Revisions to routing of piping and conduits.
f. Revisions to electrical circuitry.
g. Actual equipment locations.
h. Duct size and routing.
i. Locations of concealed internal utilities.
j. Changes made by Change Order or Construction Change Directive.
k. Changes made following Engineer's written orders.
l. Details not on the original Contract Drawings.
m. Field records for variable and concealed conditions.
n. Record information on the Work that is shown only schematically.

3. Mark the Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. If Shop Drawings are marked, show cross-reference on the Contract Drawings.

4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
5. Mark important additional information that was either shown schematically or omitted from original Drawings.
6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.

B. Record Transparencies: Immediately before inspection for Certificate of Substantial Completion, review marked-up Record Prints with Engineer and Construction Manager. When authorized, prepare a full set of corrected transparencies of the Contract Drawings and Shop Drawings.

1. Incorporate changes and additional information previously marked on Record Prints. Erase, redraw, and add details and notations where applicable.
2. Refer instances of uncertainty to Engineer through Construction Manager for resolution.
3. Owner will furnish Contractor one set of transparencies of the Contract Drawings for use in recording information.
4. Print the Contract Drawings and Shop Drawings for use as Record Transparencies. Engineer will make the Contract Drawings available to Contractor's print shop.

C. Newly Prepared Record Drawings: Prepare new Drawings instead of preparing Record Drawings where Engineer determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.

1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
2. Consult with Engineer and Construction Manager for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction. Integrate newly prepared Record Drawings into Record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.

D. Format: Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.

1. Record Prints: Organize Record Prints and newly prepared Record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.
2. Record Transparencies: Organize into unbound sets matching Record Prints. Place transparencies in durable tube-type drawing containers with end caps. Mark end cap of each container with identification. If container does not include a complete set, identify Drawings included.
3. Record CAD Drawings: Organize CAD information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each CAD file.
4. Identification: As follows:

    a. Project name.

b. Date.
c. Designation "PROJECT RECORD DRAWINGS."
d. Name of Engineer and Construction Manager.
e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
3. Record the name of the manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
4. For each principal product, indicate whether Record Product Data has been submitted in operation and maintenance manuals instead of submitted as Record Product Data.
5. Note related Change Orders, Record Drawings, and Product Data where applicable.

2.3 RECORD PRODUCT DATA

A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.

1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
3. Note related Change Orders, Record Drawings, and Product Data where applicable.

2.4 MISCELLANEOUS RECORD SUBMITTALS

A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

A. Recording: Maintain one copy of each submittal during the construction period for Project Record Document purposes. Post changes and modifications to Project Record Documents as they occur; do not wait until the end of Project.

B. Maintenance of Record Documents and Samples: Store Record Documents and Samples in the field office apart from the Contract Documents used for construction. Do not use Project Record Documents for construction purposes. Maintain Record Documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to Project Record Documents for Engineer and Construction Manager's reference during normal working hours.

END OF SECTION 01781

SECTION 01782
OPERATION AND MAINTENANCE DATA

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General Conditions and other Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes administrative and procedural requirements for preparing operation and maintenance manuals, including the following:

1. Operation and maintenance documentation directory.
2. Emergency manuals.
3. Operation manuals for systems, subsystems, and equipment.
4. Maintenance manuals for the care and maintenance of products, materials, and finishes, systems and equipment.

B. Related Sections include the following:

1. Division 1 Section "Summary of Multiple Contracts" for coordinating operation and maintenance manuals covering the Work of multiple contracts.
2. Division 1 Section "Submittals" for submitting copies of submittals for operation and maintenance manuals.
3. Division 1 Section "Contract Closeout" for submitting operation and maintenance manuals.
4. Division 1 Section "Project Record Documents" for preparing Record Drawings for operation and maintenance manuals.
5. Divisions 2 through 16 Sections for specific operation and maintenance manual requirements for products in those Sections.

1.3 DEFINITIONS

A. System: An organized collection of parts, equipment, or subsystems united by regular interaction.

B. Subsystem: A portion of a system with characteristics similar to a system.

1.4 SUBMITTALS

A. Initial Submittal: Submit 2 draft copies of each manual at least 15 days before requesting inspection for Substantial Completion. Include a complete operation and maintenance directory. Engineer will return 1 copy of draft and mark whether general scope and content of manual are acceptable.

B. Final Submittal: Submit 1 of each manual in final form at least 15 days before final inspection. Engineer will return copy with comments within 15 days after final inspection.

1. Correct or modify each manual to comply with Engineer's comments. Submit 3 copies of each corrected manual within 15 days of receipt of Engineer's comments.

1.5 COORDINATION

A. Where operation and maintenance documentation includes information on installations by more than one factory-authorized service representative, assemble and coordinate information furnished by representatives and prepare manuals.

PART 2 - PRODUCTS

2.1 OPERATION AND MAINTENANCE DOCUMENTATION DIRECTORY

A. Organization: Include a section in the directory for each of the following:

1. List of documents.
2. List of systems.
3. List of equipment.
4. Table of contents.

B. List of Systems and Subsystems: List systems alphabetically. Include references to operation and maintenance manuals that contain information about each system.

C. List of Equipment: List equipment for each system, organized alphabetically by system. For pieces of equipment not part of system, list alphabetically in separate list.

D. Tables of Contents: Include a table of contents for each emergency, operation, and maintenance manual.

E. Identification: In the documentation directory and in each operation and maintenance manual, identify each system, subsystem, and piece of equipment with the same designation used in the Contract Documents. If no designation exists, assign a designation according to ASHRAE Guideline 4, "Preparation of Operating and Maintenance Documentation for Building Systems."

2.2 MANUALS, GENERAL

A. Organization: Unless otherwise indicated, organize each manual into a separate section for each system and subsystem, and a separate section for each piece of equipment not part of a system. Each manual shall contain the following materials, in the order listed:

1. Title page.
2. Table of contents.
3. Manual contents.

B. Title Page: Enclose title page in transparent plastic sleeve. Include the following information:

1. Subject matter included in manual.
2. Name and address of Project.
3. Name and address of Owner.
4. Date of submittal.
5. Name, address, and telephone number of Contractor.
6. Name and address of Engineer.
7. Cross-reference to related systems in other operation and maintenance manuals.

C. Table of Contents: List each product included in manual, identified by product name, indexed to the content of the volume, and cross-referenced to Specification Section number in Project Manual.

1. If operation or maintenance documentation requires more than one volume to accommodate data, include comprehensive table of contents for all volumes in each volume of the set.

D. Manual Contents: Organize into sets of manageable size. Arrange contents alphabetically by system, subsystem, and equipment. If possible, assemble instructions for subsystems, equipment, and components of one system into a single binder.

1. Binders: Heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, sized to hold 8-1/2-by-11-inch paper; with clear plastic sleeve on spine to hold label describing contents and with pockets inside covers to hold folded oversize sheets.

    a. If two or more binders are necessary to accommodate data of a system, organize data in each binder into groupings by subsystem and related components. Cross-reference other binders if necessary to provide essential information for proper operation or maintenance of equipment or system.
    b. Identify each binder on front and spine, with printed title "OPERATION AND MAINTENANCE MANUAL," Project title or name, and subject matter of contents. Indicate volume number for multiple-volume sets.

2. Dividers: Heavy-paper dividers with plastic-covered tabs for each section. Mark each tab to indicate contents. Include typed list of products and major components of equipment included in the section on each divider, cross-referenced to Specification Section number and title of Project Manual.
3. Protective Plastic Sleeves: Transparent plastic sleeves designed to enclose diagnostic software diskettes for computerized electronic equipment.
4. Supplementary Text: Prepared on 8-1/2-by-11-inch, 20-lb/sq. ft. white bond paper.
5. Drawings: Attach reinforced, punched binder tabs on drawings and bind with text.

    a. If oversize drawings are necessary, fold drawings to same size as text pages and use as foldouts.

b. If drawings are too large to be used as foldouts, fold and place drawings in labeled envelopes and bind envelopes in rear of manual. At appropriate locations in manual, insert typewritten pages indicating drawing titles, descriptions of contents, and drawing locations.

2.3 EMERGENCY MANUALS

A. Content: Organize manual into a separate section for each of the following:

1. Type of emergency.
2. Emergency instructions.
3. Emergency procedures.

B. Type of Emergency: Where applicable for each type of emergency indicated below, include instructions and procedures for each system, subsystem, piece of equipment, and component:

1. Fire.
2. Flood.
3. Gas leak.
4. Water leak.
5. Power failure.
6. Water outage.
7. System, subsystem, or equipment failure.
8. Chemical release or spill.

C. Emergency Instructions: Describe and explain warnings, trouble indications, error messages, and similar codes and signals. Include responsibilities of Owner's operating personnel for notification of Installer, supplier, and manufacturer to maintain warranties.

D. Emergency Procedures: Include the following, as applicable:

1. Instructions on stopping.
2. Shutdown instructions for each type of emergency.
3. Operating instructions for conditions outside normal operating limits.
4. Required sequences for electric or electronic systems.
5. Special operating instructions and procedures.

2.4 OPERATION MANUALS

A. Content: In addition to requirements in this Section, include operation data required in individual Specification Sections and the following information:

1. System, subsystem, and equipment descriptions.
2. Performance and design criteria if Contractor is delegated design responsibility.
3. Operating standards.
4. Operating procedures.
5. Operating logs.
6. Wiring diagrams.

7. Control diagrams.
8. Piped system diagrams.
9. Precautions against improper use.
10. License requirements including inspection and renewal dates.

B. Descriptions: Include the following:

1. Product name and model number.
2. Manufacturer's name.
3. Equipment identification with serial number of each component.
4. Equipment function.
5. Operating characteristics.
6. Limiting conditions.
7. Performance curves.
8. Engineering data and tests.
9. Complete nomenclature and number of replacement parts.

C. Operating Procedures: Include the following, as applicable:

1. Startup procedures.
2. Equipment or system break-in procedures.
3. Routine and normal operating instructions.
4. Regulation and control procedures.
5. Instructions on stopping.
6. Normal shutdown instructions.
7. Seasonal and weekend operating instructions.
8. Required sequences for electric or electronic systems.
9. Special operating instructions and procedures.

D. Systems and Equipment Controls: Describe the sequence of operation, and diagram controls as installed.

E. Piped Systems: Diagram piping as installed, and identify color-coding where required for identification.

2.5 PRODUCT MAINTENANCE MANUAL

A. Content: Organize manual into a separate section for each product, material, and finish. Include source information, product information, maintenance procedures, repair materials and sources, and warranties and bonds, as described below.

B. Source Information: List each product included in manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Product Information: Include the following, as applicable:

1. Product name and model number.
2. Manufacturer's name.
3. Color, pattern, and texture.

4. Material and chemical composition.
5. Reordering information for specially manufactured products.

D. Maintenance Procedures: Include manufacturer's written recommendations and the following:

1. Inspection procedures.
2. Types of cleaning agents to be used and methods of cleaning.
3. List of cleaning agents and methods of cleaning detrimental to product.
4. Schedule for routine cleaning and maintenance.
5. Repair instructions.

E. Repair Materials and Sources: Include lists of materials and local sources of materials and related services.

F. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

2.6 SYSTEMS AND EQUIPMENT MAINTENANCE MANUAL

A. Content: For each system, subsystem, and piece of equipment not part of a system, include source information, manufacturers' maintenance documentation, maintenance procedures, maintenance and service schedules, spare parts list and source information, maintenance service contracts, and warranty and bond information, as described below.

B. Source Information: List each system, subsystem, and piece of equipment included in the manual identified by product name and arranged to match manual's table of contents. For each product, list name, address, and telephone number of Installer or supplier and maintenance service agent, and cross-reference Specification Section number and title in Project Manual.

C. Manufacturers' Maintenance Documentation: Manufacturers' maintenance documentation including the following information for each component part or piece of equipment:

1. Standard printed maintenance instructions and bulletins.
2. Drawings, diagrams, and instructions required for maintenance, including disassembly and component removal, replacement, and assembly.
3. Identification and nomenclature of parts and components.
4. List of items recommended to be stocked as spare parts.

D. Maintenance Procedures: Include the following information and items that detail essential maintenance procedures:

1. Test and inspection instructions.
2. Troubleshooting guide.
3. Precautions against improper maintenance.

4. Disassembly; component removal, repair, and replacement; and reassembly instructions.
5. Aligning, adjusting, and checking instructions.
6. Demonstration and training videotape, if available.

E. Maintenance and Service Schedules: Include service and lubrication requirements, list of required lubricants for equipment, and separate schedules for preventive and routine maintenance and service with standard time allotment.

1. Scheduled Maintenance and Service: Tabulate actions for daily, weekly, monthly, quarterly, semiannual, and annual frequencies.
2. Maintenance and Service Record: Include manufacturers' forms for recording maintenance.

F. Spare Parts List and Source Information: Include lists of replacement and repair parts, with parts identified and cross-referenced to manufacturers' maintenance documentation and local sources of maintenance materials and related services.

G. Maintenance Service Contracts: Include copies of maintenance agreements with name and telephone number of service agent.

H. Warranties and Bonds: Include copies of warranties and bonds and lists of circumstances and conditions that would affect validity of warranties or bonds.

1. Include procedures to follow and required notifications for warranty claims.

PART 3 - EXECUTION

3.1 MANUAL PREPARATION

A. Operation and Maintenance Documentation Directory: Prepare a separate manual that provides an organized reference to emergency, operation, and maintenance manuals.

B. Emergency Manual: Assemble a complete set of emergency information indicating procedures for use by emergency personnel and by Owner's operating personnel for types of emergencies indicated.

C. Product Maintenance Manual: Assemble a complete set of maintenance data indicating care and maintenance of each product, material, and finish incorporated into the Work.

D. Operation and Maintenance Manuals: Assemble a complete set of operation and maintenance data indicating operation and maintenance of each system, subsystem, and piece of equipment not part of a system.

1. Engage a factory-authorized service representative to assemble and prepare information for each system, subsystem, and piece of equipment not part of a system.

2. Prepare a separate manual for each system and subsystem, in the form of an instructional manual for use by Owner's operating personnel.

E. Manufacturers' Data: Where manuals contain manufacturers' standard printed data, include only sheets pertinent to product or component installed. Mark each sheet to identify each product or component incorporated into the Work. If data include more than one item in a tabular format, identify each item using appropriate references from the Contract Documents. Identify data applicable to the Work and delete references to information not applicable.

1. Prepare supplementary text if manufacturers' standard printed data are not available and where the information is necessary for proper operation and maintenance of equipment or systems.

F. Drawings: Prepare drawings supplementing manufacturers' printed data to illustrate the relationship of component parts of equipment and systems and to illustrate control sequence and flow diagrams. Coordinate these drawings with information contained in Record Drawings to ensure correct illustration of completed installation.

1. Do not use original Project Record Documents as part of operation and maintenance manuals.
2. Comply with requirements of newly prepared Record Drawings in Division 1 Section "Project Record Documents."

G. Comply with Division 1 Section "Closeout Procedures" for the schedule for submitting operation and maintenance documentation.

END OF SECTION 01782

DIVISION 2

TECHNICAL SPECIFICATIONS

SECTION 07920
JOINT SEALERS

PART 1 GENERAL

1.02 SUBMITTALS

A. Product Data: Catalog sheets, specifications, and installation instructions for each product specified except miscellaneous materials.

B. Samples:
1. Sealants: One pint or standard tube.
2. Joint Fillers: 24 inch long full section.
3. Gaskets: 24 inch long full section.
4. Joint Primer/Sealer/Conditioners: One pint.
5. Backer Rods: 24 inch long full section.
6. Bond Breaker Tape: 24 inch long full section.

C. Quality Control Submittals:
1. Installer's Qualifications Data: Affidavit required under Quality Assurance Article.
2. Company Field Advisor Data: Name, business address, and telephone number of Company Field Advisor.

1.03 QUALITY ASSURANCE

A. Installer's Qualifications: The persons installing the sealants and their supervisor shall be personally experienced in the installation of sealants and shall have been regularly employed by a company engaged in the installation of sealants for a minimum of two years.
1. Furnish to the Engineer the names and addresses of five similar projects which the foregoing people have worked on during the past two years.
2. Furnish a letter from the sealant manufacturer, stating that the foregoing people are authorized to install the manufacturer's sealant materials and that the manufacturer's specifications are applicable to the requirements of this Project.

B. Pre-Installation Meeting: Prior to starting the Work and before materials are ordered, a meeting will be held at the Site to discuss the specifications, details, and application requirements. The meeting shall be attended by the Contractor, the sealant applicator and the sealant manufacturer's Company Field Advisor.

C. Container Labels: Include manufacturer's name, trade name of product, kind of material, federal specification number (if applicable), expiration date (if applicable), and packaging date or batch number.

D. Test and validate sealants used for exterior weather sealing per the Sealant Waterproofing Restoration Institute (SWRI).

E. Warranties:
1. Silicone sealants: 20 years Weatherseal Warranty.
2. Polyurethane or Silicone: 5 year Weatherseal Warranty.
3. Sealants for Granite, Marble and Limestone: 20 year Non-Stain Warranty.

1.04 PROJECT CONDITIONS

A. Environmental Requirements:
1. Temperature: Unless otherwise approved or recommended in writing by the sealant manufacturer, do not install sealants at temperatures below 40 degrees F or above 85 degrees F for non silicone sealants and below minus 20 degrees F or above 125 degrees F for silicone sealants.
2. Humidity and Moisture: Do not install the Work of this section under conditions that are detrimental to the application, curing, and performance of the materials.
3. Ventilation: Provide sufficient ventilation wherever sealants, primers, and other similar materials are installed in enclosed spaces. Follow manufacturer's recommendations.

B. Protection:
1. Protect all surfaces adjacent to sealants with non-staining removable tape or other approved covering to prevent soiling or staining.
2. Protect all other surfaces in the Work area with tarps, plastic sheets, or other approved coverings to prevent defacement from droppings.

PART 2 PRODUCTS

2.01 SEALANTS

A. Type 1 Sealant, any of the following generic types:
1. One-part, low-modulus silicone sealant: Dow Corning 790, Dow Corning 791,Dow Corning 795, General Electric Silpruf, Pecora 864, Pecora 890, Pecora 890FTS.
2. One-part, non-sag silicone or polyurethane sealant: Bostik Chem-Calk 900, Bostik Chem-Calk 915, Bostik Chem-Calk 916 Textured, Bostik Chem-Calk 2020, Pecora Dynatrol I, Sika Sikaflex 1a, Sonneborn Sonolastic NP I, or Tremco DyMonic (not SWRI), Dow Corning Contractors Weatherproofing Sealant (CWS), Dow Corning Concrete Sealant (CCS), Pecora 895.
3. Two-part, non-sag silicone or polyurethane sealant: Bostik Chem-Calk 500 (not SRWI), Pecora Dynatrol II, Dow Corning CWS or CCS.

- Use type 1 sealant for high movement in vertical expansion joints.

B. Type 1A Sealant:
   1. For Horizontal Joints: Two-part, self-leveling silicone or polyurethane sealant for traffic bearing construction; Bostik Chem-Calk 550 (not SWRI), Tremco Vulkem 255, Pecora Urexpan NR-200, Pecora Silicone 310SL, Bostik Chem-Calk 550, Dow Corning Parking Structure Sealant FC or SL, Dow Corning Contractors Concrete Sealant, Sikaflex 2c SL
   2. For Vertical Joints: Two-part, non-sag silicone or polyurethane sealant; Bostik Chem-Calk 500 (not SWRI), Tremco Vulkem 227, Pecora Dynatrol II, Pecora Silicone 311NS, Dow Corning Parking Structure Sealant NS, Dow Corning CCS, Sikaflex 2c NS EZ.

   - Use type 1a sealant for pavements, walks, & curbs.

C. Type 1B Sealant:
   1. For Horizontal Joints: One-part, self-leveling silicone or polyurethane sealant for traffic bearing construction; Bostik Chem-Calk 955-SL, Tremco Vulkem 45, Pecora Urexpan NR-201, Pecora 300-SL, Pecora 310-SL, Sika Sikaflex-1CSL, Dow Corning CCS.
   2. For Vertical Joints: One-part, non-sag silicone or polyurethane sealant; Tremco Vulkem 116, Pecora Dynatrol I, Sika Sikaflex Textured Sealant, Dow Corning CCS or CWS, Pecora 301-NS, Pecora 311-NS.

   - Use type 1b sealant for plaza decks and similar construction.

D. Type 1C Sealant:
   1. One-part, non-sag polysulfide base sealant: Pecora's Synthacalk GC-9, Products Research and Chemical's PRC Rubber Calk 7000, or Sonneborn's Sonolastic One Part Polysulfide Sealant.
   2. Two-part, non-sag polysulfide base sealant: W.R. Meadow's CM-60 2-Part, Pecora's Synthacalk GC-5, or Sonneborn's Sonolastic Two Part Polysulfide Sealant.

   - Use type 1c sealant where maximum penetration resistance is required. Use one-part for sealing pipe penetrations for piping conveying materials up to 140 degrees f. Use two-part for fuel oil supply and fuel dispensing systems.

E. Type 1D Sealant: One-part, mildew resistant silicone sealant; Dow Corning 786, Dow Corning Tub and Ceramic, Pecora 898 Sanitary Silicone, General Electric Sanitary SCS1700, or Bostik Silicone Rubber Bathroom Caulk.

   - Use type 1d sealant for interior wet areas (bathrooms, shower rooms, etc). Exception: use type 6 sealant for correctional services, and office of children and family services projects.

F. Type 2 Sealant: One-part acrylic polymer sealant; Pecora AVW-920, PTI 738, or Tremco Mono.

G. Type 2A Sealant: One-part acrylic or elastomeric sealant for sealing small joints; PTI 200 or Tremco Small Joint Sealant, Pecora AC-20.

- Use type 2a sealant for joints and cracks 3/16" or less in width (limited color choice).

H. Type 3 Sealant: One-part butyl rubber sealant; Pecora BC-158, PTI 707, or Bostik Chem-Calk 300 (not SWRI).

- Use type 3 sealant for concealed bedding only.

I. Type 4 Sealant: One-part silicone sealant for high temperatures; Bostik 9732 High Temp Red, Dow Corning Silastic 736 RTV, Dow Corning High Temp, General Electric RTV 106.

- Use type 4 sealant for sealing high temperature items such as flues, and for sealing pipe penetrations for piping conveying materials over 140 degrees f.

J. Type 5 Sealant: Flame and smoke resistant intumescent sealant; Metacaulk MC 150+, 3M Fire Barrier Caulk CP 25, Dow Corning 790.

- Use type 5 sealant for sealing smoke partitions. Use sections 078400 for sealing fire rated construction.

K. Type 6 Sealant (flexible security sealant):
1. Two part, non-sag, 25% total joint movement, elastomeric polyurethane; Pecora Dynaflex.
2. One-component 25% total joint movement, elastomeric, aliphatic, polyurethane; Pecora Dynaflex SC, Sonneborn Sonolastic Ultra.

- Use type 6 sealant, a flexible pick resistant sealant, for correctional services and office of children and family services projects in appropriate locations.

L. Type 7 Sealant: Two component hydrophobic hybrid polyurethane; Roadware Flexible Cement II, 2100 Wentworth Avenue, South Saint Paul, Minnesota 55075, (612) 457-6122.

- Type 7 sealant is to be used in kitchens or similar spaces where s.s. floor grates abut tile or brick flooring and when resistance to thermal shock is required.

M. Pre-formed Sealant: Preformed paintable sealant strips of open cell, compressible urethane foam, saturated with non-drying, non-staining, and non-migrating butylene compound.

N. Sealant Colors: For exposed materials provide color as indicated or, if not indicated, as selected by the Owner / Owner's Representative from manufacturer's standard colors. For concealed materials, provide the natural color which has the best overall performance characteristics.

2.02 JOINT FILLERS

A. Self-Expanding Cork Joint Filler: Resilient, non-extruding type pre-molded cork units; ASTM D 1752, Type III.

- Use self-expanding cork filler with all joints in new exterior sidewalks, curbs and pavements.

B. Cork Joint Filler: Resilient, non-extruding type pre-molded cork units; ASTM D 1752, Type II.

- Use cork joint filler for all other concrete slab joints not specified in previous part A.

C. Expanded Polyethylene Joint Filler: Flexible, compressible, closed-cell polyethylene of not less than 10 psi compression deflection (25 percent).

- Use expanded polyethylene joint filler for all existing building joints.

D. Closed Cell Polyurethane Joint Filler: Resilient, compressible, semi-rigid; W.R. Meadows Ceramar or A.C. Horn Closed Cell Plastic Foam Filler, Code 5401.

- Use closed cell polyurethane joint filler with all existing pavement, walk and curb joints.

2.03 GASKETS

B. Adhesive Closed-Cell PVC Gasket: Closed-cell, flexible, self adhesive, non-extruding, polyvinylchloride foam gaskets; ASTM D 1667.

2.04 MISCELLANEOUS MATERIALS

A. Joint Primer/Sealer/Conditioner: As recommended by the sealant manufacturer for the particular joint surface materials and conditions.
   1. For Type 6 Sealant (two part):
      a. Pecora No. P-100 for non-porous substrates.
      b. Pecora No. P-75 or P-200 for porous substrates.
   2. For Type 6 Sealant (one component):
      a. Pecora No. P-100 for non-porous substrates.

b. Pecora No. P-75 for porous substrates.
c. Sonneborn No. 733 or 766 for porous or non- porous substrates.

B. Backer Rod: Compressible rod stock of expanded, extruded polyethylene.

C. Bond Breaker Tape: Polyethylene or other plastic tape as recommended by the sealant manufacturer; non-bonding to sealant; self adhesive where applicable.

D. Cleaning Solvents: Oil free solvents as recommended by the sealant manufacturer. Do not use re-claimed solvents.

E. Masking Tape: Removable paper or fiber tape, self-adhesive, non-staining.

PART 3 EXECUTION

3.01 PRIOR WORK

All Section 04121 (Masonry Restoration) exterior façade repair/restoration work shall be completed prior performing work any exterior joint work (expansion joints, window joints, etc.).

3.02 EXAMINATION

A. Examine all joint surfaces for conditions that may be detrimental to the performance of the completed Work. Do not proceed until satisfactory corrections have been made.

3.03 PREPARATION

A. Clean joint surfaces immediately before installation of sealant and other materials specified in this Section.
1. Remove all loose materials, dirt, dust, rust, oils and other foreign matter that will impair the performance of materials installed under this Section.
2. Remove lacquers, protective coatings and similar materials from joint faces with manufacturer's recommended solvents.
3. Do not limit cleaning of joint surfaces to solvent wiping. Use methods such as grinding, acid etching or other approved and manufacturer's recommended means, if required, to clean the joint surfaces, assuring that the sealant materials will obtain positive and permanent adhesion.
4. When applying Type 7 Sealant around the perimeter of s.s. floor grates or similar materials, roughen metal edges with sandpaper or light grinding to increase adhesion of sealant.

B. Set joint fillers at proper depth and position as required for installation of bond breakers, backer rods, and sealants. Do not leave voids or gaps between the ends of joint filler units.
   1. Smooth Edged Joints: For joints between two concrete slabs or where new concrete abuts smooth edged materials use either cork joint filler or closed cell polyurethane joint filler.
   2. Irregular Edged Joints: For joints where new concrete abuts granite curbs or other irregular edges use closed cell polyurethane joint filler.

C. Priming Joint Surfaces:
   1. Prime joints which are to receive Type 1A and 1B Sealants.
   2. Prime joints which are to receive Type 6 Sealants.
   3. Prime joints which are to receive Type 7 Sealants.
   4. Prime joints of friable (crumbly, chalky) masonry surfaces which are to receive Type 1 Sealant.
   5. Prime joints other than those above if so recommended by the manufacturer's printed instructions.
   6. Do not allow the primer/sealer to spill or migrate onto adjoining surfaces.

3.04 JOINT BACKING INSTALLATION

A. Install bond breaker tape in relaxed condition as it comes off the roll. Do not stretch the tape. Lap individual lengths.

B. Install backer rod of sufficient size to fill the joint width at all points in a compressed state. Compress backer rod at the widest part of the joint by a minimum of 25 percent. Do not cut or puncture the surface skin of the rod.

3.05 SEALANT INSTALLATION

A. Except as shown or specified otherwise, install sealants in accordance with the manufacturer's printed instructions.

B. Install sealants with ratchet hand gun or other approved mechanical gun. Where gun application is impractical, install sealant by knife or by pouring as applicable.

C. Types 2 and 2A Sealants: If low temperature makes application difficult, preheat sealants using manufacturer's recommended heating equipment.

D. Type 4 Sealant: Allow sealant to cure for a minimum of 3 days before backfilling.

E. Finishing: Tool all vertical, non-sag sealants so as to compress the sealant, eliminating all air voids and providing a neat smoothly finished joint. Provide slightly concave joint surface, unless otherwise indicated or recommended by the manufacturer.

1. Use tool wetting agents as recommended by the sealant manufacturer.

3.06 FIELD QUALITY CONTROL

A. Test Samples:
   1. At the discretion of the Owner and Owner's representative, where directed, cut out and carefully remove a 6 inch long sample of the undisturbed sealant and joint backer material from the newly installed Work. Remove the samples in the presence of the Owner's Representative who will retain them for evaluating and testing.
   2. Reseal cut out areas with the same materials.

3.07 CLEANING

A. Immediately remove misapplied sealant and droppings from metal surfaces with solvents and wiping cloths. On other materials, remove misapplied sealant and droppings by methods and materials recommended in writing by the manufacturer of the sealant material.

B. After sealants are applied and before skin begins to form on sealant, remove all masking and other protection and clean up remaining defacement caused by the Work.

END OF SECTION

SECTION 310000
EARTHWORK

PART 1 - GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Erosion and Sediment Control: Section 312510

B. Topsoil: Section 329120.

B. Seeding: Section 322190.

1.02 DEFINITIONS

A. The following terms shall have the meanings ascribed to them in this Article, wherever they appear in this Section.

1. Earth Excavation: The removal of all surface and subsurface material not classified as rock (as defined below).
2. Rock: Limestone, sandstone, shale, granite, and similar material in solid beds or masses in its original or stratified position which can be removed only by blasting operations, drilling, wedging, or use of pneumatic tools, and boulders with a volume greater than **1.0 cu yd**. Concrete building foundations and concrete slabs, not indicated, with a volume greater than 1.5 cu yd shall be classified as rock.
   a. Materials that can be loosened with a pick or backhoe, frozen materials, soft laminated shale or hardpan, pavements, curbs, and similar materials shall be classified as earth excavation. Concrete building foundations and concrete slabs, where indicated, shall be classified as earth excavation. Masonry building foundations, whether indicated or not, shall be classified as earth excavation.
3. Subgrade Surface: Surface upon which subbase or topsoil is placed.
4. Subbase: Select granular material or subbase course Type 2 which is placed immediately beneath pavement or concrete slabs.
5. Maximum Density: The dry unit weight in pounds per cubic foot of the soil at “Optimum Moisture Content” when determined by ASTM D 698 (Method C), and ASTM D 2922 (Method B) as modified by NYS DOT in Manual STM-10.
6. Landscaped Areas: Areas not covered by structures, walks, roads, paving, or parking.

7. Unauthorized Excavation: The removal of material below required elevation indicated on the Drawings or beyond lateral dimensions indicated or specified without specific written direction by the Owner's Representative.

1.03 SUBMITTALS

A. Shop Drawings:

1. Sheeting, Shoring, and Bracing: Submit shop drawings for sheeting, shoring, and bracing shown on the Drawings. Shop drawings shall be signed by a New York State licensed Professional Engineer.

B. Product Data:

1. Permanent Sheeting, Shoring, and Bracing: Specifications for materials and accessories.
2. Filter Fabric: Manufacturer's catalog sheets, specifications, and installation instructions.

C. Samples: Submit samples as follows. Take the samples in the presence of the Owner's Representative's Representative, and complete a Granular Material Sample Information Form for each sample. Forms and field sample designation numbers will be furnished by the Owner's Representative's Representative.
1. Select Granular Material: 50 - 60 lb. (Two Samples).
2. Selected Fill: 40 - 50 lb.
3. Subbase Course Type 2: 50 - 60 lb. (Two Samples).
4. Cushion Material: 30 lb.
5. Under drain Filter Material: 40 - 50 lb.
6. Crushed Stone, Crushed Gravel, or Screened Gravel (Wastewater): 30 lb, each layer gradation (if more than one).

D. Quality Control Submittals:

1. Subbase Materials: Name and location of source, stockpile number, and latest DOT test results and approval (if any).
2. Other Aggregates: Name and location of source, and latest DOT source number, test number, and date (if any).
3. Excavation Procedure: Submit a lay out drawing or detailed outline of intended excavation procedure for the Owner's Representative's information. This submittal will not relieve the Contractor of responsibility for the successful performance of intended excavation methods.

4. Sheeting, Shoring, and Bracing (Not shown on the Drawings): Submit a detailed plan of intended sheeting, shoring and bracing, signed by a New York State licensed Professional Engineer, for the Owner's Representative's information. This submittal will not relieve the Contractor of responsibility for the successful performance of the intended sheeting, shoring and bracing methods.

1.04 DELIVERY, STORAGE, AND HANDLING

A. Protect filter fabric from sunlight during transportation and storage.

1.05 PROJECT CONDITIONS

A. Protect existing trees and plants during performance of the Work unless otherwise indicated. Box trees and plants indicated to remain within the grading limit line with temporary steel fencing or solidly constructed wood barricades as required. Protect root systems from smothering. Do not store excavated material, or allow vehicular traffic or parking within the branch drip line. Restrict foot traffic to prevent excessive compaction of soil over root systems.

B. Cold Weather Requirements:

1. When freezing temperatures are predicted, do not excavate to final required elevations for concrete Work unless concrete can be placed immediately. Retain enough earth over the bottom elevation of footings to prevent frost penetration. If excavation has progressed to final footing elevations and concrete cannot be placed immediately, cover the bottom of the excavations with protective material to adequately insulate the exposed earth surface from frost. Remove protective material immediately before placing concrete.
2. Do not backfill between November 1 and April 1, except with written permission of the Owner's Representative's Representative.

C. Thru-traffic or fill placement with heavy construction vehicles or equipment which causes rutting or weaving to occur within the perimeter of a building will not be permitted. If rutting or weaving occurs during placement of fill, place specified fill in a stable area outside building perimeter and spread with tracked equipment to specified layer thickness.

PART 2 - PRODUCTS

2.01 MATERIALS

A. Select Granular Material: Stockpiled, sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials. Comply with NYSDOT Article 304-2 for Subbase Course Type 4 material.

Sieve	Percent Passing
2 inch	100
1/4 inch	30-65
No. 40	5-40
No. 200	0-10

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after 4 test cycles.
2. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve shall not exceed 5.0.
3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve shall consist of flat or elongated particles. A flat or elongated particle is defined as one, which has its greatest dimension more than 3 times its least dimension.

B. Selected Fill-R.O.B.: Sound, durable, sand, gravel, stone, or blends of these materials, free from organic and other deleterious materials.

Sieve	Percent Passing
4 inch	100
No. 40	0-70
No. 200	0-15

C. Subbase Course Type 2: Stockpiled, crushed ledge rock or approved blast furnace slag. Comply with NYSDOT Article 304-2 for Subbase Course Type 2 material.

Sieve	Percent Passing
2 inch	100
1/4 inch	25-60
No. 40	5-40
No. 200	0-10

1. Magnesium Sulfate Soundness Test: 20 percent maximum loss by weight after 4 test cycles.

2. Plasticity Index: The plasticity index of the material passing the No. 40 mesh sieve shall not exceed 5.0.
3. Elongated Particles: Not more than 30 percent, by weight, of the particles retained on a 1/2 inch sieve shall consist of flat or elongated particles. A flat or elongated particle is defined as one, which has its greatest dimension more than 3 times its least dimension.

D. Suitable Material (Fill and Backfill for Landscaped Areas): Material consisting of mineral soil (inorganic), blasted or broken rock and similar materials of natural or man-made origin, including mixtures thereof. Maximum particle size shall not exceed 2/3 of the specified layer thickness prior to compaction. NOTE: Material containing cinders, industrial waste, sludge, building rubble, land fill, muck, and peat shall be considered unsuitable for fill and backfill, except topsoil and organic silt may be used as suitable material in landscaped areas provided it is placed in the top layer of the subgrade surface.

E. Filter Fabric (Separation, Drainage, Slope Protection): Amoco CEF 4545, CEF 4551; Exxon Chemical Co. GTF 150 EX; Mirafi Inc. 140N, 140NL; Nicolon Corp. Filterweave 70/06; Phillips Fibers Corp. Supac 4NP, 5NP, 7NP; Wellman Quline Inc. Q60, Q80, Q100.

F. Filter Fabric (Stabilization): Amoco CEF 2002 & 2006; Exxon Chemical Co. GTF 350; Mirafi Inc. 500X, 600X, 700X; Nicolon Corp. 500; Phillips Fibers Corp. Supac 3WS, 4WS, 5WS, 6WS; Wellman Quline Inc. Q160.

G. Cushion Bedding Material: (PVC Water Line) Comply with the material requirements of DOT Article 703-06.

H. Underdrain Filter Material: One to one mixture of No. 2 and No. 3 coarse aggregate. Comply with DOT Article 703-02.

1. No. 2 Coarse Aggregate:

Sieve	**Percent Passing**
1-1/2 inch	100
1 inch	90-100
1/2 inch	0-15

2. No. 3 Coarse Aggregate:

Sieve	**Percent Passing**
2-1/2 inch	100

2 inch	90-100
1-1/2 inch	35-70
1 inch	0-15

I. Crushed Stone, Crushed Gravel, or Screened Gravel (Wastewater): Comply with applicable portions of DOT Section 703-02, except as otherwise indicated.

1. Gradation: No. 6 Sieve to 1/4 inch and 3/4 to 1-1/2 inches.
2. Gradation:
   a. Top Layer: No. 6 Sieve to 1/4 inch.
   b. Middle Layer: 1/4 to 3/4 inch.
   c. Bottom Layer: 3/4 to 1-1/2 inches.
3. Gradation: 3/4 to 1-1/2 inches.
4. Gradation: 1-1/2 to 2-1/2 inches.

J. Sand Material (Wastewater): Silica sand or other sound sand free from clay, loam, soft limestone or other impurities which may be disintegrated by sewage liquid.

1. Organic Content: Less than 1 percent; ASTM D2974 method and calculation.
2. Uniformity Coefficient: 4.0 or less.
3. Calcium Carbonate Content: Less than 3 percent by ASTM D4373.
4. Magnesium Sulfate Soundness Test: Less than 10 percent loss by weight after 5 test cycles by ASTM C88.
5. Shape: Rounded or oval. Do not use sharp sand, crushed flint or gravel.
6. Effective Size: 0.50 to 1.0 mm.
7. Effective Size: 0.25 to 1.0 mm.
8. Effective Size: 0.50 to 1.0 mm.
9. Effective Size: 0.25 to 1.0 mm.

K. Rip-Rap: NYSDOT Section 620-2.03, Figure 620-1, light stone fill.

2.02 SHEETING, SHORING, AND BRACING

A. Steel Sheet piling: Continuous interlock type complete with all required accessories, complying with ASTM A 328 or ASTM A 572.

1. Furnish steel sheet piling of design, configuration, and length to resist pressure of earth to be retained.

B. Timber Sheeting, Shoring, and Bracing: Structural grade timber or lumber uprights, wales, and cross braces of sufficient dimension to resist pressure of earth to be retained.

1. Timber and lumber used for permanent sheeting shall be pressure creosoted.

PART 3 - EXECUTION

3.01 CLEARING AND GRUBBING

A. Clear and grub the Site within the Grading Limit Line (GLL) of trees, shrubs, brush, other prominent vegetation, debris, and obstructions except for those items indicated to remain. Completely remove stumps and roots protruding through the ground surface.

1. Use only hand methods for grubbing inside the drip line of trees indicated to be left standing.
2. Where roots and branches of trees indicated to be saved interfere with new construction, carefully and cleanly cut them back to point of branching.

B. Fill depressions caused by the clearing and grubbing operations in accordance with the requirements for filling and backfilling, unless further excavation is indicated.

3.02 REMOVAL OF TOPSOIL

A. Remove existing topsoil from areas within the Grading Limit Line where excavation or fill is required.

B. Stockpile approved topsoil where directed until required for use. Place, grade, and shape stockpiles for proper drainage.

3.03 UNDERGROUND UTILITIES

A. Locate existing underground utilities and service connections prior to commencing excavation Work. Determine exact utility locations by hand excavated test pits. Support and protect utilities to remain in place.

B. Remove inactive, abandoned utilities within the limits of the areas to be excavated, whether or not such utilities are indicated for removal on the Drawings.

1. Permanently close open ends of abandoned underground utilities exposed by excavation, which extend outside the limits of the area to be excavated, with sufficiently strong closures to withstand pressures which may result after closing.

2. Close open ends of metallic conduit and pipe with threaded galvanized metal caps or plastic plugs or other approved method for the type of material and size of pipe. Do not use wood plugs.
3. Close open ends of concrete and masonry utilities with not less than 8-inch thick brick masonry bulkheads, constructed to completely fill and block the opening. Wet brick before laying, and lay brick in mortar so as to form a full bed with ends and side joints in one operation. Provide joints not more than 3/8 inch wide. Protect fresh masonry from freezing and from rapid drying. Maintain protection until mortar has set.

3.04 EXCAVATION

A. Excavate earth as required for the Work.

B. Maintain sides and slopes of excavations in a safe condition until completion of backfilling. Comply with Code of Federal Regulations Title 29 - Labor, Part 1926 (OSHA).

1. Trenches: Deposit excavated material on one side of trench only. Trim banks of excavated material to prevent cave-ins and prevent material from falling or sliding into trench. Keep a clear footway between excavated material and trench edge. Maintain areas to allow free drainage of surface water.

C. Stockpile excavated materials classified as suitable material where directed, until required for fill. Place, grade, and shape stockpiles for proper drainage as approved by the Owner's Representative's Representative.

D. Excavation for Structures: Conform to elevations, lines, and limits indicated. Excavate to a vertical tolerance of plus or minus 1 inch. Extend excavation a sufficient lateral distance to provide clearance to execute the Work.

E. Footings and Foundations: Trim bottoms to required lines and elevations. Excavate to final elevations by hand just prior to concrete placement when concrete is to bear on undisturbed soil.

1. Stepping Footings: Cut sloping surfaces under footings, foundations, steps, and where required for other Work as indicated.
2. Where footings and other Work requiring similar soil support will rest entirely on rock, remove loose soil and loose rock and place concrete to the required elevations. Where footings and other Work requiring similar soil support will rest partially on rock and

partially on soil, immediately notify the Owner's Representative before any backfilling or concrete placement occurs; the Owner's Representative will determine the correct foundation treatment for the Work.

F. Slabs and Floors: Excavate to the following depths below bottom of concrete for addition of select granular material:

1. Interior Floors: 6 inches unless otherwise indicated.
2. Exterior Slabs and Steps: 12 inches unless otherwise indicated.

G. Pipe Trenches: Open only enough trench length to facilitate laying pipe sections. Unless otherwise indicated on the Drawings, excavate trenches approximately 24 inches wide plus the outside pipe diameter, equally divided on each side of pipe centerline. Cut trenches to cross section, elevation, profile, line, and grade indicated. Accurately grade and shape trench bottom for uniform bearing of pipe in undisturbed earth. Excavate at bell and coupling joints to allow ample room for proper pipe connections.

1. Trench in Rock: Excavate an additional 6 inches below bottom of pipe for bed of cushion material under the piping.

H. Open Ditches: Cut ditches to cross sections and grades indicated.

I. Pavement: Excavate to subgrade surface elevation.

J. Unauthorized Excavations: Unless otherwise directed, backfill unauthorized excavation under footings, foundation bases, and retaining walls with compacted select granular material without altering the required footing elevation. Elsewhere, backfill and compact unauthorized excavation as specified for authorized excavation of the same classification, unless otherwise directed by the Owner's Representative.

1. Unauthorized excavations under structural Work such as footings, foundation bases, and retaining walls shall be reported immediately to the Owner's Representative before any concrete or backfilling Work commences.

K. Notify the Owner's Representative's Representative upon completion of excavation operations. Do not proceed with the Work until the excavation is inspected and approved. Inspection of the excavation by the Owner's Representative's Representative will be made on 3 working days notice.

L. Removal of Unsuitable Material Beneath Structures and Other Improvements: Excavate encountered unsuitable materials, which extend below required elevations, to additional depth as directed by the Owner's

Representative. Have cross sections taken, under the supervision of an independent Land Surveyor, to determine the quantity of such excavation. Do not backfill this excavation prior to quantity measurement.

M. Excavation of Rock: Rock shall be removed only by drilling, wedging, or use of pneumatic tools. Blasting operations are prohibited from this project.

3.05 DEWATERING

A. Prevent surface and subsurface water from flowing into excavations and trenches and from flooding the site and surrounding area.

B. Do not allow water to accumulate in excavations or trenches. Remove water from all excavations immediately to prevent softening of foundation bottoms, undercutting footings, and soil changes detrimental to the stability of subgrades and foundations. Furnish and maintain pumps, sumps, suction and discharge piping systems, and other system components necessary to convey the water away from the Site.

C. Convey water removed from excavations, and rainwater, to collecting or run-off area. Cut and maintain temporary drainage ditches and provide other necessary diversions outside excavation limits for each structure. Do not use trench excavations as temporary drainage ditches.

D. Provide temporary controls to restrict the velocity of discharged water as necessary to prevent erosion and siltation of receiving areas.

3.06 SHEETING, SHORING, AND BRACING

A. Temporary Sheeting: Install temporary sheeting (or sheet piling) with shoring and bracing as required to create a safe working environment and prevent settlement or other damage to adjacent grounds and structures resulting from excavation operations. Shore and brace sheeting in a manner, which will not interfere with progress of other Work or related contracts (if any) on this project. Check shoring and bracing for settlement, and adjust for settlement. Promptly remove temporary sheeting, shoring, and bracing when no longer required.

B. Permanent Sheeting: Install permanent steel sheet piling or timber sheeting where shown. Cut off top of permanent sheeting 12 inches below finish grade.

3.07 PLACING FILTER FABRIC

A. Place and overlap filter fabric in accordance with the manufacturer's installation instructions, unless otherwise shown.

B. Cover tears and other damaged areas with additional filter fabric layer extending 3 feet beyond the damage.

C. Do not permit traffic or construction equipment directly on filter fabric.

D. Backfill over filter fabric within two weeks after placement. Backfill in accordance with the fabric manufacturer's instructions and in a manner to prevent damage to the fabric.

3.08 PLACING FILL AND BACKFILL

A. Surface Preparation of Fill Areas: Strip topsoil, remaining vegetation, and other deleterious materials prior to placement of fill. Break up or scarify old pavements to a maximum of 2 square feet. Prior to placement of fill, smooth out and compact areas where wheel rutting has occurred due to stripping or earthwork operations.

B. Excavations: Backfill as promptly as Work permits, but not until completion of the following:

1. Acceptance by the Owner's Representative's Representative of construction below finish grade including, where applicable, damp proofing, waterproofing, perimeter insulation, and bearing capacity of supporting soil.
2. Inspection, testing, approval, and recording locations of under-ground utilities.
3. Removal of concrete formwork.
4. Removal of temporary sheeting (or sheet piling) and backfilling of voids caused by removals.
5. Cutting off top of permanent sheeting (or sheet piling).
6. Removal of trash and debris.
7. Installation of permanent or temporary bracing on horizontally supported walls.

C. Place backfill and fill materials in layers not more than 8 inches thick in loose depth unless otherwise specified. Before compaction, moisten or aerate each layer as necessary to facilitate compaction to the required density. Do not place backfill or fill material on surfaces that are muddy, frozen, or covered with ice.

1. Place fill and backfill against foundation walls, and in confined areas (such as trenches) not easily accessible by larger

compaction equipment, in maximum 6-inch thick (loose depth) layers.

2. For large fill areas, the layer thickness may be modified by the Owner's Representative's Representative, at the Contractor's written request, if in the Owner's Representative's Representative's judgment, the equipment used is capable of compacting the fill material in a greater layer thickness. This request shall include the type and specifications of compaction equipment intended for use.

D. Prevent wedging action of backfill against structures by placing backfill uniformly around structure to approximately same elevation in each layer. Place backfill against walls of structures containing basements or crawl spaces only after the first floor structural members are in place.

E. Foundation Drains:

1. Line pipe trench loosely with filter fabric. Lap successive sheets 18 inches.
2. Place underdrain filter material a minimum of 4 inches deep under pipe and 6 inches on both sides and over top of drainpipe.
3. Wrap filter fabric over filter material and lap 12 inches.
4. Within two weeks complete balance of backfill with selected fill extending 2 feet out from foundation wall and up to 6 inches below finished grade.

F. Perimeter Insulation: Before the insulation is installed, place and tamp specified backfill to a smooth plane even with the required elevation of the lower surface of the insulation.

G. Under Exterior Concrete Slabs and Steps:

1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
2. Subbase Material: Place 12 inches of select granular material over subgrade surface.

H. Under Interior Concrete Slabs:

1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
2. Subbase Material: Place 6 inches of select granular material over subgrade surface.

I. Under Pavements and Walks:

1. Up to Subgrade Surface Elevation: Place selected fill when fill or backfill is required.
2. Subbase Material: Place as indicated.

J. Landscaped Areas: Place suitable material when required to complete fill or backfill areas up to subgrade surface elevation. Do not use material containing rocks over 4 inches in diameter within the top 12 inches of suitable material.

K. Plastic Pipe Water Pipe in Trenches: Place cushion material a minimum of 4 inches deep under pipe, 4 inches on both sides, and 4 inches above top of pipe. Complete balance of backfill as specified.

1. Trench in Rock: Place a minimum 6-inch deep bed of cushion material under pipe.

L. Copper Tubing in Trenches: Place cushion material a minimum of 6 inches deep under pipe, 6 inches on both sides, and 4 inches above top of pipe. Complete balance of backfill as specified.

M. Backfilling Excavation Resulting From Removal of Unsuitable Material Beneath Structures and Other Improvements: Backfill the excavation with compacted select granular material.

1. Such additional backfilling, exceeding the numeric quantities indicated on the Drawings, is included in the unit prices specified in this Section.

N. Place fill within the entire area enclosed by a line 10 feet outside the perimeter of the structure to be constructed as follows:

1. Strip the area in accordance with the requirements for Surface Preparation of Fill Areas.
2. Compact the stripped surface to 95 percent of maximum density.
3. Place fill in horizontal layers not exceeding 8 inches loose depth and compact layers as specified.

O. Place fill within the entire area enclosed by a line 10 feet outside the perimeter of the structure to be constructed as follows:

1. Strip the area in accordance with the requirements for Surface Preparation of Fill Areas.
2. Proof roll the stripped surface with at least 5 passes of a vibratory drum compactor having a minimum unsprung drum weight of 7 tons. Notify the Owner’s Representative’s Representative of the

proposed date for beginning proof rolling at least 7 working days prior to commencing proof rolling.

3. Excavate unsuitable materials (soft and unstable earth) disclosed by the proof rolling operation and replace with compacted select granular material.
4. Place fill in horizontal layers not exceeding 8 inches loose depth and compact layers as specified.

P. Obtain written approval of fill area compaction before excavating for footing.

Q. Excavate for footing width plus 1 foot on each side.

R. Excavate 1 foot below footing elevations where bottom of footings are 2 feet or less above or 4 feet or less below original ground surface.
1. Compact footing bottom and place a 1-foot bed of select granular material. Compact select granular material in 6-inch layers.
2. Omit excavation and select granular material below bottom of footings where footing elevations are more than 2 feet above or more than 4 feet below original ground surface.

3.09 COMPACTION

A. Compact each layer of fill and backfill for the following area classifications to the percentage of maximum density specified below and at a moisture content suitable to obtain the required densities, but at not less than 3 percent drier or more than 2 percent wetter than the optimum content as determined by ASTM D 698.

1. Structures (entire area within 10 feet outside perimeter): 95 percent. One test per lift per 200 S.F.
2. Concrete Slabs and Steps: 95 percent. One test per lift per 200 S.F.
3. Landscaped Areas: 90 percent. One test per lift per 1,000 S.F.
4. Pavements and Walks: 95 percent. One test per lift per 500 S.F.
5. Pipes and Tunnels: 95 percent.
6. Pipe Bedding: 95 percent. One test per lift per 200 S.F.

B. When the existing ground surface to be compacted has a density less than that specified for the particular area classification, break up and pulverize, and moisture condition to facilitate compaction to the required percentage of maximum density.

C. Moisture Control:

1. Where fill or backfill must be moisture conditioned before compaction, uniformly apply water to the surface and to each layer of fill or backfill. Prevent ponding or other free water on surface subsequent to, and during compaction operations.
2. Remove and replace, or scarify and air dry, soil that is too wet to permit compaction to specified density. Soil that has been removed because it is too wet to permit compaction may be stockpiled or spread and allowed to dry. Assist drying by discing, harrowing or pulverizing, until moisture content is reduced to a value, which will permit compaction to the percentage of maximum density specified.

3.10 ROUGH GRADING

A. Interior Grading: Trim unexcavated spaces within the building to levels indicated.

1. Subgrade for Interior Slabs: Compact as specified to receive fill material. Finish subgrade surface within 1 inch above or below level specified for fill required.

B. Exterior Grading: Trim and grade area within the Grading Limit Line and excavations outside the limit line, required by this Contract, to a level of 4 inches below the finish grades indicated unless otherwise specified herein or where greater depths are indicated. Provide smooth uniform transition to adjacent areas.

1. Slope cut and fill in transition areas, outside of the grading limit line, to meet corresponding levels of existing grades at a slope of 1 vertical to 2 horizontal unless otherwise indicated.
2. Landscaped Areas: Provide uniform subgrade surface within 1 inch of required level to receive topsoil thickness specified. Compact fill as specified to within 3 inches of subgrade surface. Remove objectionable material detrimental to proper compaction or to placing full depth of topsoil. If the top 3 inches of subgrade has become compacted before placement of topsoil, harrow or otherwise loosen rough graded surface to receive topsoil to a depth of 3 inches immediately prior to placing topsoil.

3.11 SUBGRADE SURFACE FOR WALKS AND PAVEMENT

A. Shape and grade subgrade surface as follows:

1. Walks: Shape the surface of areas under walks to required line, grade and cross section, with the finish surface not more than 1 inch above or below the required subgrade surface elevation.
2. Pavements: Shape the surface of areas under pavement to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subgrade surface elevation.

B. Grade Control: During construction, maintain lines and grades including crown and cross-slope of subbase course.

C. Thoroughly compact subgrade surface for walks and pavement by mechanical rolling, tamping, or with vibratory equipment as approved to the density specified.

D. Shoulders: Place shoulders along edges of filled subgrades to prevent lateral movement. Construct shoulders of selected fill material, placed in such quantity to compact to thickness of each subgrade course layer. Compact and roll at least a 2'-0" wide additional layer of each subgrade course.

3.12 FINISH GRADING

A. Uniformly grade rough graded areas within limits of the Grading Limit Line to finish grade elevations indicated.

B. Grade and compact to smooth finished surface within tolerances specified, and to uniform levels or slopes between points where finish elevations are indicated or between such points and existing finished grade.

C. Grade areas adjacent to building lines so as to drain away from structures and to prevent ponding.

D. Finish surfaces free from irregular surface changes, and as follows:

1. Grassed Areas: Finish areas to receive topsoil to within 1 inch above or below the required subgrade surface elevations.
2. Walks: Place and compact subbase material as specified. Shape surface of areas under walks to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subbase elevation.
3. Pavements: Place and compact subbase material as specified. Shape surface of areas under pavement to required line, grade and cross section, with the finish surface not more than 1/2 inch above or below the required subbase elevation.

4. Building Slabs: Grade subbase material smooth and even, free of voids, compacted as specified, and to required subbase elevation. Finish final grades within a tolerance of 1/4 inch when tested with a 10-foot straightedge.
5. Surfaces To Receive Vapor Barrier: Provide smooth surfaces graded, tamped and/or rolled, entirely free of obstructions or protruding objects.
6. Athletic Fields: Place and shape surface to required line, grade, and cross section, to required subbase elevation. Finish final grades within a tolerance of ½" inch over 10 feet when tested with a laser.

E. Spread topsoil directly upon prepared subgrade surface to a depth measuring 4 inches after natural settlement of the topsoil has occurred in areas to be seeded or to receive sod. Place to greater depth when necessary to adjust grades to required elevations.

1. Approved existing topsoil within the Grading Limit Line may be used. Provide additional topsoil from outside sources as required.

F. Finish topsoil surface free of depressions, which will trap water, free of, stones over 1 inch in any dimension, and free of debris.

3.13 MAINTENANCE AND RESTORATION

A. 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.

B. Restore pavements, walks, curbs, lawns, and other exterior surfaces damaged during performance of the Work to match the appearance and performance of existing corresponding surfaces as closely as practicable.

C. Topsoil and seed or sod damaged lawn areas outside the GLL and new lawn areas inside the GLL. Water as required until physical completion of the Work.

3.14 DISPOSAL OF EXCESS AND UNSUITABLE MATERIALS

A. Remove from property and dispose of excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements.

B. Transport excess and unsuitable materials, including materials resulting from clearing and grubbing and removal of existing improvements, to spoil areas on State property designated by the Owner's Representative's Representative, and dispose of such materials as directed.

C. Transport excess topsoil to areas on property designated by the Owner's Representative's Representative. Smooth grade deposited topsoil.

3.15 FIELD QUALITY CONTROL

A. Compaction Testing: Notify the Owner's Representative's Representative at least 3 working days in advance of all phases of filling and backfilling operations. Compaction testing shall be performed by the Contractor to ascertain the compacted density of the fill and backfill materials. Compaction testing will be performed on all layers and lifts of the fill and backfill. If a compacted layer fails to meet the specified percentage of maximum density, the layer shall be recompacted and will be retested. No additional material may be placed over a compacted layer until the specified density is achieved. Results of all testing shall be supplied to Owner's Representative's representative.

3.16 PROTECTION

A. Protect graded areas from traffic and erosion, and keep them free of trash and debris.

END OF SECTION

SECTION 312510
EROSION AND SEDIMENT CONTROL

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 310000.

B. Topsoil: Section 329120.

C. Seeding: Section 329210.

1.02 REFERENCES

A. Erosion and Sediment Control Guidelines: Conform to the latest edition of "NEW YORK STANDARDS and SPECIFICATIONS for EROSION and SEDIMENT CONTROL" by NYS Department of Environmental Conservation DOW (i.e., Bluebook).

B. Storm Water Management: Conform to the latest edition of "NEW YORK STATE STORMWATER MANAGEMENT DESIGN MANUAL" prepared by Center for Watershed Protection for NYS Department of Environmental Conservation.

1.03 RESPONSIBILITY

A. **An erosion and Sediment Control Plan (ESC) has been prepared for this project.** Install and maintain the temporary storm water and diversion control items as shown on the drawings before starting any grading or excavation and maintain compliance of all ESC Plan and NYSDEC regulations. Provide any temporary sediment and erosion control measures that may be required within limits of the work, including any staging areas, throughout construction in conformance with the plan, and as directed by the Owner's Representative. Place the permanent control practices required before the removal of the temporary storm water diversion and control items.

B. During construction conduct operations in such a manner as to prevent or reduce to a minimum any damage to any water body from pollution by debris, sediment, chemical or other foreign material, or from the manipulation of equipment and/or materials in or near a stream or ditch flowing directly to a stream. Any water which has been used for wash purposes or other similar operations which has become polluted with sewage, silt, cement, concentrated chlorine, oil, fuels, lubricants, bitumens, or other impurities shall not be discharged into any water body.

C. In the event of conflict between these specifications and the regulation of other Federal, State, or local jurisdictions, the more restrictive regulations shall apply.

D. The Contractor shall adhere to all requirements of the ESC Plan as presented on Drawings. Comply with all applicable NYSDEC regulatory requirements.

E. The Contractor will submit copies of certificates documenting that at least one on-site worker (at all times) has completed a NYS Department of Environmental Conservation endorsed 4 hr. Erosion & Sediment Control training.

1.04 DESCRIPTION

A. The Work shall consist of furnishing, installing, inspecting, maintaining, and removing soil and erosion control measures as shown on the contract documents or as ordered by the Owner's Representative during the life of the contract to provide erosion and sediment control.

B. Temporary structural measures provide erosion control protection to a critical area for an interim period. A critical area is any disturbed, denuded slope subject to erosion. These are used during construction to prevent offsite sedimentation. Temporary structural measures shall include check dams, construction road stabilization, stabilized construction entrance, dust control, earth dike, level spreader, perimeter dike/swale, pipe slope drain, portable sediment tank, rock dam, sediment basin, sediment traps, silt fence, storm drain inlet protection, straw/hay bale dike, access waterway crossing, storm drain diversion, temporary swale, turbidity curtain, water bars or other erosion control devices or methods as required.

C. Permanent structural measures also control protection to a critical area. They are used to convey runoff to a safe outlet. They remain in place and continue to function after completion of construction. Permanent structural measures shall include debris basins, diversion, grade stabilization structure, land grading, lined waterway (rock), paved channel, paved flume, retaining wall, riprap, rock outlets, and stream bank protection or other erosion control devices or methods as required.

D. Vegetative measures shall include brush matting, dune stabilization, grassed waterway, vegetating waterway, mulching, protecting vegetation, seeding, sod, straw/hay bale dike, stream bank protection, temporary swale, topsoil, and vegetating waterways.

E. Biotechnical measures shall include wattling (live fascines, brush matting, brush layering, live cribwall, and branchpacking) vegetated rock gabions, live staking, tree revetment, and fiber rolls.

F. Weekly inspections will be completed by the Owner's Representative. Comply with and correct all deficiencies found as a result of these inspections. At the end of the construction season when soil disturbance activities will be finalized or suspended until the following spring, the frequency of the inspections may be reduced. If soil disturbance is completely suspended and the site is properly stabilized, a minimum of monthly inspections must be maintained. The stabilization activities must be completed before snow cover or frozen ground. If vegetation is required, seeding, planting and/or sodding must be scheduled to

avoid die-off from fall frosts and allow for proper germination/establishment. Weekly inspections must resume no later than March 15.

PART 2 PRODUCTS

2.01 MATERIALS

A. Mulches: Hay, straw, wood cellulose, fiber mats, geotextiles, and other materials approved by the Owner's Representative.

B. Grasses: Seed mixture as specified in Section 02921 or other species suitable for temporary cover which will not compete with the grasses sown later for permanent cover.

PART 3 EXECUTION

3.01 WORK AREAS

A. The Owner’s Representative has the authority to limit the surface area of erodible earth exposed by earthwork operations and to direct the Contractor to provide immediate temporary or permanent erosion measures to minimize damage to property and contamination of watercourses and water impoundments. Under no circumstances will the area of erodible earth material exposed at one time exceed 40,000 sq. ft. The Owner’s Representative may increase or decrease this area of erodible earth material exposed at one time as determined by his analysis of project, weather and other conditions. The Owner’s Representative may limit the area of clearing and grubbing and earthwork operations in progress commensurate with the Contractor’s demonstrated capability in protecting erodible earth surfaces with temporary, permanent, vegetative or biotechnical erosion control measures.

B. Schedule the work so as to minimize the time that earth areas will be exposed to erosive conditions. Provide temporary structural measures immediately to prevent any soil erosion.

C. Provide temporary seeding on disturbed earth or soil stockpiles exposed for more than 7 days or for any temporary shutdown of construction. In spring, summer or early fall apply rye grass at a rate of 1 lb/ 1000 sq.ft. In late fall or early spring, apply certified Aroostook Rye at a rate of 2.5 lbs./ 1000 sq. ft. Apply hay or straw at a rate of 2 bales/ 1000 sq. ft. or wood fiber hydromulch at the manufacturer’s recommended rate. Hay or straw shall be anchored.

D. Coordinate the use of permanent controls or finish materials shown with the temporary erosion measures.

E. All erosion and sediment control devices must be maintained in working order until the site is stabilized. All preventative and remedial maintenance work,

including clean out, repair, replacement, re-grading, re-seeding, or re-mulching, must be performed immediately.

F. After final stabilization has been achieved temporary sediment and erosion controls must be removed. Areas disturbed during removal must be stabilized immediately.

END OF SECTION

SECTION 329120
TOPSOIL

PART 1 - GENERAL

1.01 SUBMITTALS

A. Samples:

1. Topsoil for Testing: In the presence of the Owner's Representative, take a 5 lb sample from each 1000 cu yds of topsoil to be used on the project. Complete a Topsoil Sample Information Form for each sample. Ship samples and forms (original and 2 copies) to Cornell University Labs through the local Cornell Cooperative Extension office.

NOTE: Shipping bags, Topsoil Sample Information forms and field sample designation numbers will be furnished by the Owner's Representative. Costs and fees associated with soil testing shall be the responsibility of the contractor.

1.02 QUALITY ASSURANCE

A. Topsoil used on this project shall be tested, and approved before placement.

B. Secure approval before stripping topsoil from a borrow area or delivering topsoil to the project site.

PART 2 - PRODUCTS

2.01 TOPSOIL

A. Source: Provide topsoil from existing stockpiles stripped from the project site and approved by the Owner's Representative. Provide additional supplemental topsoil from off-site sources, as required.

B. Off-Site Source: Provide topsoil from areas from which no topsoil has been taken previously and from areas which 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.

C. Provide topsoil conforming to the following:

1. Original loam topsoil, well drained homogeneous texture and of uniform grade, without the admixture of subsoil material and entirely free of dense material, hardpan, sod, or any other objectionable foreign material.
2. Containing not less than 4 percent nor more than 20 percent organic matter in that portion of a sample passing a 1/4-inch sieve when determined by the wet combustion method on a sample dried at 105 degrees C.
3. Containing a Ph value within the range of 4.5 to 7 on that portion of the sample, which passes a 1/4-inch sieve.
4. Containing the following gradations:

SIEVE DESIGNATION	PERCENT PASSING
1 inch	100
1/4 inch	97 - 100
No. 200	20 - 65 (of the 1/4 inch sieve)

2.02 LIMESTONE

A. 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 percent of the mixed oxides of calcium and magnesium and conforming to the following gradations:

SIEVE DESIGNATION	PERCENT PASSING
No. 100	50 - 100
No. 20	100

PART 3 - EXECUTION

3.01 PREPARATION

A. Grub out and remove all vegetation in the area of the approved topsoil source.

3.02 SPREADING TOPSOIL

A. Perform topsoil spreading operations only during dry weather.

B. To insure a proper bond with the topsoil, harrow or otherwise loosen the subgrade to a depth of 3 inches before spreading topsoil.

C. Spread topsoil directly upon prepared subgrade to a minimum depth measuring 4 inches after natural settlement in areas to be seeded. In sodded areas the thickness of the topsoil after natural settlement plus the sod shall equal 4 inches. Smooth out unsightly variations, bumps, ridges, and depressions, which will hold water. Remove stones, litter, or other objectionable material. Finished surfaces shall conform to the contour lines and elevations indicated on the drawings or fixed by the Owner's Representative.

3.03 SPREADING LIMESTONE

A. Spread ground limestone evenly over the topsoiled surface. Incorporate limestone within the top 2 inches of soil prior to finish raking.

B. Apply limestone at the following rate per 1000 sq ft of topsoil area, corresponding to the hydrogen ion concentration (Ph) shown by the soil chemical analysis:

PH	**RATE (pounds)**
4.5 to 5.0	150
5.0 to 5.5	100
5.5 to 6.0	50
6.0 to 6.8	25
over 6.8	0

END OF SECTION

SECTION 329210
SEEDING

PART 1 - GENERAL

1.01 SUBMITTALS

A. Product Data: Hydro Mulch: Manufacturer's specifications and application rate.

B. Sample: One pound of seed in vendor's unopened package with label and seed analysis.

1.02 QUALITY ASSURANCE

A. Field Examples: Seed samples will be taken by the Owner's Representative 30 days before sowing is tested. Test analysis will indicate species, purity, percent of germination, and weed content. Results will be sent directly to the Owner for acceptance or rejection based on these tests. The Contractor shall pay all expenses incurred for testing.

1.03 DELIVERY STORAGE AND HANDLING

A. Deliver fertilizer in manufacturer's standard size bags or cartons showing weight, analysis, and the name of the manufacturer. Store as approved by Owner's Representative.

B. Store all seed at the site in a cool dry place as approved by the Owner's Representative. Replace any seed damaged during storage.

C. Deliver seeds, 30 days in advance of anticipated use, in vendor's unopened packages bearing labels showing vendor's name and seed analysis by weight.

1.04 SCHEDULING

A. Time For Seeding: Sow grass seed between March 15th and May 15th or between August 15th and October 1st, except as otherwise approved in writing by the Owner.

PART 2 - PRODUCTS

2.01 FERTILIZER

A. Fertilizer: Commercial (5-10-5) inorganic, or organic, containing not less than 5 percent nitrogen, 10 percent available phosphoric acid and 5 percent water soluble potash.

B. Slow-Release Fertilizer: Granular or pelleted fertilizer consisting of 50 percent water-insoluble nitrogen, phosphorus, and potassium in the following composition: 20 percent nitrogen, 10 percent phosphorous, and 10 percent potassium, by weight.

C. Other fertilizers with a 1-2-1 ratio such as 10-20-10 or 6-12-6 may be substituted for above.

2.02 SEED

A. Furnish fresh, clean, new-crop seed mixed in the proportions specified for species and variety, and conforming to Federal and State Standards.

B. Acceptable material in a seed mixture other than pure live seed consists of nonviable seed, chaff, hulls, live seed of crop plants and inert matter. The percentage of weed seed shall not exceed 0.1 percent by weight.

C. All seed will be rejected if the label or test analysis indicates any of the following contaminates: Timothy, Orchard Grass, Sheep Fescue, Meadow Fescue, Canada Blue Grass, Alta Fescue, Kentucky 31 Fescue, and Bent Grass.

D. Provide the following seed mixture:

STANDARD MIXTURE			
AMOUNT BY WEIGHT IN MIXTURE	**SPECIES OR VARIETY**	**PERCENTAGE**	
		PURITY	**GERMINATION**
55 PERCENT (MIN)	KENTUCKY BLUEGRASS BLEND *	95 PERCENT	80 PERCENT
25 PERCENT (MIN)	RED FESCUE	97 PERCENT	80 PERCENT
20 PERCENT (MAX)	PERENNIAL RYE **	98 PERCENT	85 PERCENT
100 PERCENT			

*Approximately equal proportions of 2 or more improved Bluegrass varieties as listed in the Cornell Recommendations for Turfgrass.

**One or more of the improved Ryegrass varieties as listed in the Cornell Recommendations for Turfgrass.

SPECIAL MIXTURE (Athletic and Playground Areas)			
AMOUNT BY WEIGHT IN MIXTURE	**SPECIES OR VARIETY**	**PERCENTAGE**	
		PURITY	**GERMINATION**
40-45 PERCENT (MIN)	RED FESCUE	97 PERCENT	80 PERCENT
40-45 PERCENT (MIN)	KENTUCKY BLUEGRASS BLEND *	95 PERCENT	80 PERCENT
10-15 PERCENT (MAX)	PERENNIAL RYE **	98 PERCENT	85 PERCENT
100 PERCENT			

*Approximately equal proportions of 2 or more improved Bluegrass varieties as listed in the Cornell Recommendations for Turfgrass.

**One or more of the improved Ryegrass varieties as listed in the Cornell Recommendations for Turfgrass.

STANDARD SHADE MIXTURE			
AMOUNT BY WEIGHT IN MIXTURE	**SPECIES OR VARIETY**	**PERCENTAGE**	
		PURITY	**GERMINATION**
30 PERCENT (MIN)	CREEPING RED FESCUE	97 PERCENT	80 PERCENT
25 PERCENT (MIN)	CHEWINGS FESCUE		
20 PERCENT (MIN)	HARD FESCUE		
15 PERCENT (MAX)	PERENNIAL RYE	98 PERCENT	85 PERCENT
10 PERCENT (MIN)	KENTUCKY BLUEGRASS	95 PERCENT	80 PERCENT
100 PERCENT			

2.03 MULCH

A. Dry Application, Straw: Stalks of oats, wheat, rye or other approved crops, which are free of noxious weed seeds. Weight shall be based on a 15 percent moisture content.

B. Hydro Application: Colored wood cellulose fiber product specifically designed for use as a hydro-mechanical applied mulch. Acceptable Product: Conwed Hydro Mulch, Conwed Fibers, 231 4th Street SW, Hickory, NC.

C. Jute Mesh: Heavy jute erosion cloth in rolls 225'-0" long by 48 inches wide as supplied by Jute Products, Inc., South 5th Street, Brooklyn, NY.

1. Wire Staples: Twelve-inch lengths of No. 11 gage wire bent to form a "U", or other wire staples as approved by the Owner's Representative.

PART 3 - EXECUTION

3.01 PREPARATION

A. Seed Bed: Scarify soil to a depth of 2 inches in compacted areas. Smooth out unsightly variations, bumps, ridges, and depressions, which will hold water. Remove stones, litter, or other objectionable material.

1. Obtain written approval of seedbed from the Owner's Representative before commencing seeding operations.

3.02 FERTILIZING

A. Apply 5-10-5 fertilizer evenly at the rate of 40 pounds per 1000 sq ft or 2 pounds of nitrogen per 1000 sq ft.

3.03 SEEDING

A. Assume all risks when seed is sowed before approval of seed analysis.

B. Do not seed when the wind velocity exceeds 5 miles per hour.

C. Application Rate:

1. Standard Mixture: 3 pounds per 1000 sq ft.
2. Special Mixture: 5 pounds per 1000 sq ft.

D. Dry Application: Sow seed evenly by hand or seed spreader on dry or moderately dry soil.

E. Hydroseeding:

1. Apply seeding materials with an approved hydroseeder.
2. Fill tank with water and agitate while adding seeding materials. Use sufficient fertilizer, mulch, and seed to obtain the specified application rate. Add seed to the tank after the fertilizer and mulch have been added. Maintain constant agitation to keep contents in homogeneous suspension. Prolonged delays in application or agitation that may be injurious to the seed will be the basis of rejection of material remaining in tank.
3. 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). The Owner's Representative may order the amount of water increased if distribution of seeding materials is not uniform.

3.04 MULCHING

A. Dry Application: Within 3 days after seeding, cover the seeded areas with a uniform blanket of straw mulch at the rate of 100 pounds per 1000 sq ft of seeded area.

B. Hydro Application: Apply approved mulch in accordance with the manufacturer's written instructions and recommended rates of application.

C. Dry Application, Jute Mesh: Within 3 days after seeding, cover sloped areas with a uniform blanket of jute mesh. Securely fasten jute mesh to slope with wire staples spaced 2 feet on center. Do not apply straw mulch over jute mesh.

3.05 LAWN ESTABLISHMENT

A. Maintain the grass at heights between 1-1/2 inches and 2-1/2 inches and include a minimum of 4 mowings.

B. Water and protect all seeded areas until final acceptance of the lawn. Contractor shall be responsible for watering all seeded areas. To provide a minimum of ½” per week. Athletic fields shall be completely enclosed along their perimeter with safety fence from the time of seeding until final acceptance of the lawn.

3.06 FINAL ACCEPTANCE

A. Final acceptance of lawn areas will be granted when a uniform stand of acceptable grass is obtained, with a minimum of 95 percent coverage. Portions of the lawn areas may be accepted at various times at the discretion of the Owner's Representative.

B. Unacceptable lawn areas, dry application: Reseed as specified and fertilized at one-half the specified rate.

C. Unacceptable lawn areas, hydro application: Reseed, fertilize, and mulch at one-half the specified rate, use full water rate.

D. Once accepted, the Owner will assume all maintenance responsibilities.

END OF SECTION

SECTION 333104

PLASTIC DRAINAGE PIPE (SANITARY)

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 310000.

1.02 SUBMITTALS

A. Product Data: Manufacturer's specifications with all pertinent information regarding dimensions, fittings and installation instructions.

PART 2 PRODUCTS

2.01 GENERAL

A. Each length of pipe and each fitting shall be marked in accordance with the applicable ASTM Designation.

2.02 DRAINAGE PIPE AND FITTINGS

A. PVC Sewer Pipe and Fittings; (4 inches Diameter and Larger): SCH 40, SDR 35 and ASTM D 3034.

2.03 SOLVENT CEMENTS

A. Solvent cement used for joining plastic pipe and fittings shall meet the following designations for the various types of plastic pipe listed.
   1. PVC: ASTM D 2564.

PART 3 EXECUTION

3.01 INSPECTION

A. Inspect all pipe and fittings before installation. Remove defective pipe and fittings from the site.

B. Do not backfill before installation is inspected by the Director's Representative.

3.02 GENERAL

A. Install pipe in accordance with the manufacturer's recommendations and as specified in ASTM D 2321.

B. Join PVC pipe with solvent cemented joints as recommended by ASTM D 2855.

C. Use Cushion Material for bedding and backfill to the depth shown on the drawings for solid pipe.

D. Use No. 2 Coarse Aggregate for bedding and backfill to the depth shown on the drawings for perforated pipe.

3.03 INSTALLATION

A. Laying Pipe: Lay pipe to indicated line and grade with a firm uniform bearing for the entire length of the pipe. Excavate sufficient clearance at each bell or coupling to allow uniform bearing along the pipe barrel. Fill excess excavation with suitable material and tamp.

B. Joints:
   1. Wipe inside of sockets and outside of pipe to be jointed, clean and dry.
   2. Install rubber gaskets in accordance with the manufacturer's specifications.

C. Connections:
   1. Make connections to existing manholes by cutting into the floor or bench of the manhole and forming a new channel.
   2. If the pipe, manholes or other structures with which connection is to be made has not yet been installed, install the pipe to a point directed by the Director's Representative and plug or cap the end in a satisfactory manner.

D. Lay perforated pipe on a tamped bed of underdrain filter material.

E. Temporary Conductor Outlets: If required, remove existing temporary conductor outlets and deliver them to the Facility Authorities as directed.

F. Cleanouts:
   1. Construct cleanouts at the locations shown and as detailed on the drawings.
   2. Use PVC wyes, bends and pipe as indicated.
   3. Extend cleanout piping to grade and terminate with deck plug installed in accordance with manufacturer's instructions.
   4. Install deck plug flush with grade with grade and encase with 2500 psi - concrete pad as shown.

3.04 LEAKAGE TESTS

A. Prior to backfilling and laying additional pipe, test the first 100 feet of sewer construction for leakage.

1. Fill the sewer with water and maintain a head two feet above the highest section of Work being tested. Measure the quantity of leakage. When the sewer being tested is constructed in water bearing soil, the leakage test may, at the discretion of the Director's Representative, be made by measuring the quantity of infiltration into the sewer. The allowable leakage or infiltration shall not exceed 10 gallons per 24 hours per inch pipe diameter per 1000 feet of sewer being tested.
2. If air testing is used, conform to the procedure described in ASTM F1417.

B. Additional leakage tests and a final test shall be performed as directed.

END OF SECTION

SECTION 333401
PRECAST CONCRETE WASTEWATER STRUCTURES (SANITARY)

PART 1 GENERAL

1.01 RELATED WORK SPECIFIED ELSEWHERE

A. Earthwork: Section 310000.

B. Plastic Drainage Pipe: Section 334105.

1.02 DESIGN REQUIREMENTS

A. Design: In accordance with ASTM C890 - Minimum Structural Design Loading for Monolithic or Sectional Precast Concrete Water and Wastewater Structures.

B. Loading: AASHTO HS20 with 30 percent impact and 130 lb/cu ft equivalent soil pressure.

1.03 SUBMITTALS

A. Waiver of Submittals: The "Waiver of Certain Submittal Requirements" in Section 01300 does not apply to this Section.

B. Product Data: Catalog cuts with dimensions, weights, and fabrication details and product specifications.

PART 2 PRODUCTS

2.01 DECHLORINATION CHAMBER

A. Type Precast concrete cylindrical chamber, watertight, custom manufactured, with top designed to support AASHTO H20 traffic load.

B. Working Capacity: 4-foot inside diameter chamber with 24-inch deep sump, providing 188 gallons per chamber (376 gallons combined, two chambers).

C. Chamber Configuration:
1. Cylindrical, custom manufactured as needed, consisting of a 2-foot upper section and 4-foot lower section (or manufacturer’s equivalent) to match existing pipe inverts shown on the Drawings.
2. Minimum Sump Depth: 24 inches, for tablet feeder mounting and required contact time

D. Pipe Connections:
1. Cut or cast openings in tank 2 inches larger than the outside diameter of the connecting pipe.

2. Inlet and outlet inverts shall match those shown on the Drawings (Chamber-1/Chamber-2: 3.75'± invert in, 4.0'± invert out).
3. Provide a 6 inch sanitary tee at the outlet, with extension to within 8 inches of the chamber bottom, to prevent short-circuiting of flow.

E. Manholes:
1. Provide a 30 inch by 30 inch aluminum hatch door, watertight with drain, and padlock hasp, rated for 300 psf or H20 loading, positioned to allow full access to the tablet feeder.
2. Provide a 2.5 foot by 2.5 foot manhole cover at the outlet connection to the existing sampling manhole.

2.02 MISCELLANEOUS MATERIALS

A. Concrete for Precast Structures: Air content 6 percent by volume with an allowable tolerance of plus or minus 1.5 percent. Minimum compressive strength, 4,000 psi after 28 days.

B. Reinforcing Steel:
1. Welded Wire Fabric: ASTM A497.
2. Steel Bars: ASTM A615.

C. Access Manhole Frames and Covers:
1. Frames: Round, cast iron, minimum weight 380 pounds. Unless otherwise indicated, the frame shall be 9 inches high with a minimum 21 inch clear opening.
2. Covers: Cast iron, 1-3/4 inches thick, minimum weight 160 pounds, reinforced or ribbed on the underside and without perforations. The top surface shall be checkered and provided with suitable lifting notches.
3. Machining: Seats of manhole frames and covers shall be machined to a horizontal bearing surface.

D. Precast Reinforced Concrete Manhole Riser Sections: ASTM C478.

E. Manhole Brick: ASTM C32, Grade MS.

F. Concrete Masonry Units for Manholes: ASTM C 139.

G. Butyl Rope Sealant: Federal Specifications SS-S-210A.

H. Mortar: ASTM C270, Type M.

I. Non-shrink Grout: Water Plug, Hallemite Manhole Pipe Cement or grout utilizing Sika Set.

J. Pipe and Fittings (for equalization pipe): Ductile iron - ANSI/ASTM A-746, Service weight cast iron - ASTM A-74, clay or concrete pipe meeting or exceeding Class 2400 sewer pipe strength requirements.

K. Pipe and Fittings: Cast iron soil pipe, ASTM A74.

L. Coal Tar Epoxy Coating: Two component, polyamide cured, 68 percent solids by volume.
   1. Acceptable Coating: Hi-Mil Sher-Tar B6940 by The Sherwin-Williams Company.

PART 3 EXECUTION

3.01 INSTALLATION OF TANK

A. Construct the septic tank with precast concrete sections on a compacted, 6 inch leveling bed of sand or broken stone at required location and elevations. Seal construction joints with butyl rope sealant.

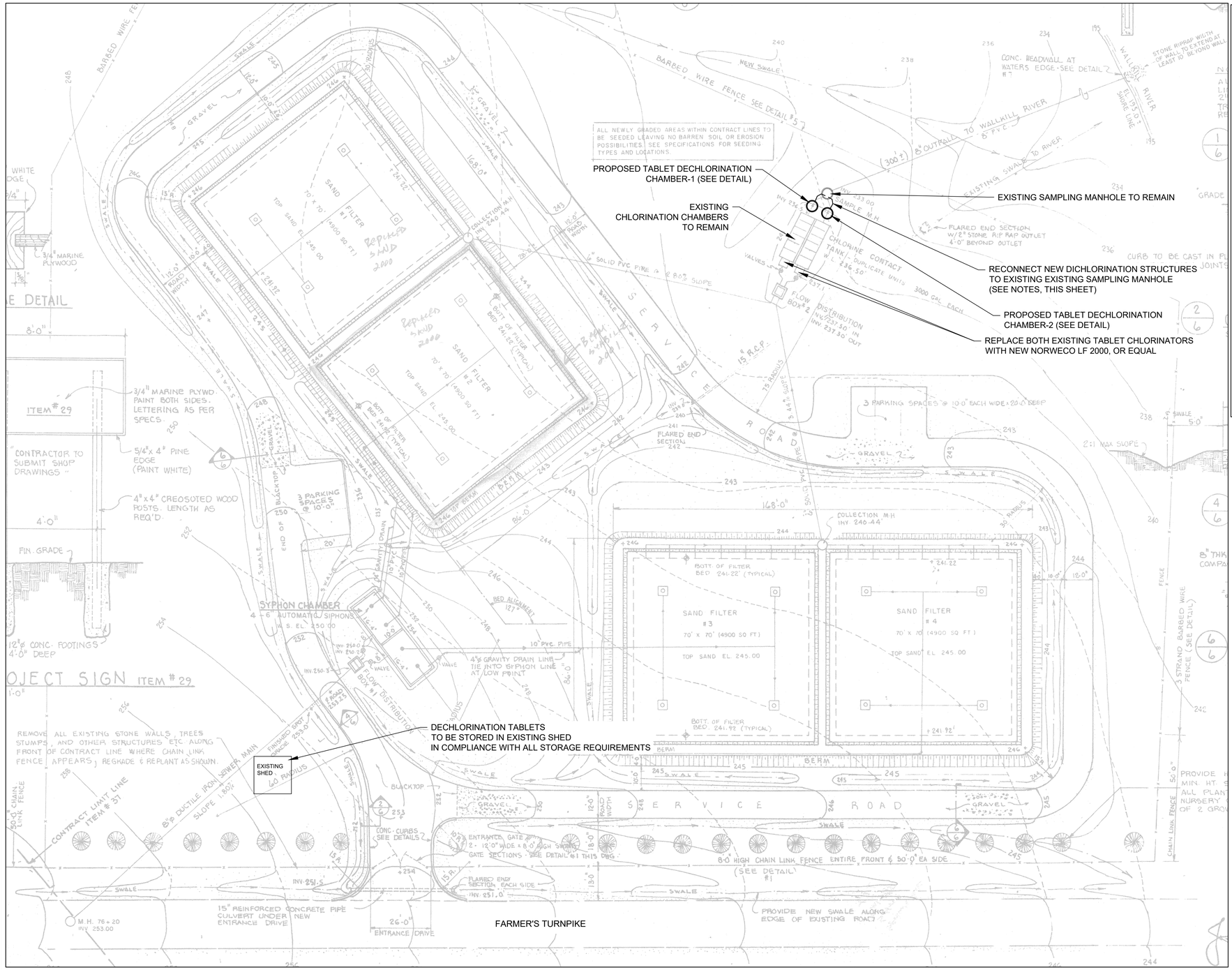
B. Extend access manholes approximately to grade utilizing brick, concrete masonry units or precast concrete riser sections. The extensions shall finish so that the tops of cast iron manhole frames and covers will be flush with grade.
   1. Install sewer brick, concrete masonry units, and precast concrete riser sections with full beds of mortar.
   2. Plaster interior and exterior surfaces of brick and concrete masonry extensions smooth with a minimum 1/2 inch thickness of mortar.

C. Install cast iron manhole frames and covers to finish flush with grade. Set frames in a full bed of mortar.

D. Make piping connections to septic tank. Set piping and sanitary tees at required elevations. Fill annular space between pipe and structure with non-shrink grout to provide a watertight joint.

E. Fill lifting holes and unused knockouts with non-shrink grout.

END OF SECTION



GARDINER WWTP SITE PLAN

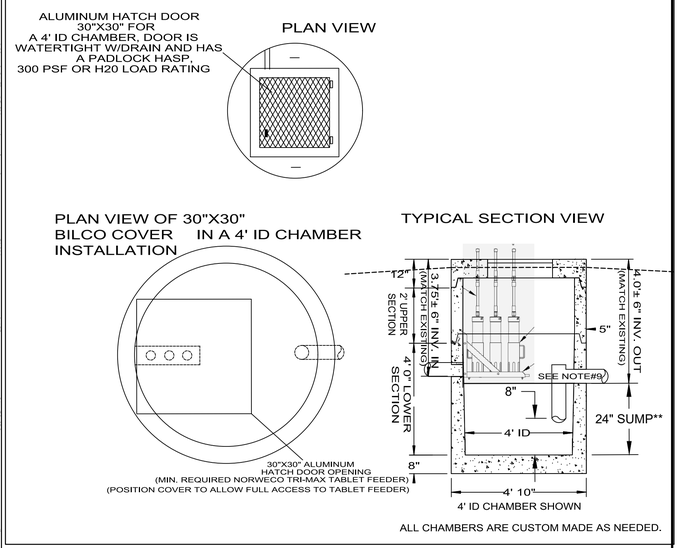
1" = 20'

NOTES:

1. PLANS ARE BASED ON THE APPROVED PLANS TITLED "GARDINER SEWER DISTRICT NO. 1, SMALL DIAMETER WASTE COLLECTION SYSTEM AND WASTE TREATMENT FACILITIES", PREPARED BY ERIKSON AND SILBER ENGINEERS, PC, DATED JULY 25, 1991

SITE DATA:

PARCEL ID:	93.4-4-1.200
PARCEL ADDRESS:	215 FARMERS TPKE GARDINER, NY 12525
PARCEL OWNER:	TOWN OF GARDINER
PARCEL SIZE:	25.75 AC



ALL CHAMBERS ARE CUSTOM MADE AS NEEDED.

DECHLORINATION CHAMBER DETAIL

N.T.S.

MATERIALS NOTES:

1. CONCRETE TANK TO BE NEW AND WATERTIGHT.
2. TOP TO SUPPORT AASHTO H20 TRAFFIC LOAD.
3. DIMENSIONS AND CONFIGURATION MAY VARY DEPENDING UPON MANUFACTURER.
4. ALL PIPE PENETRATIONS TO USE WATERTIGHT HDPE PIPE SEALS.
5. BUTYL RUBBER SEALANT AT ALL JOINTS.
6. CONCRETE STRENGTH - 4,000 PSI AT 28 DAYS.
7. STEEL REINFORCEMENT: ASTM A-615, GRADE 60, REBAR & WWM DESIGNED BY MANUFACTURER.
8. THE NORWECO TRI-MAX TABLET FEEDER WITH BIOMAX (5 OZ.) 92% SODIUM SULFITE TABLETS IS THE BASIS FOR DESIGN.
9. "PROVIDE 8" SANITARY TEE AT OUTLET, WITH EXTENSION TO WITHIN 8" OF CHAMBER BOTTOM TO PREVENT SHORT CIRCUITING OF FLOW.

INSTALLATION NOTES:

1. INSTALLATION TO BE COORDINATED WITH PLANT OPERATOR & DESIGN ENGINEER.
2. INSTALLATION OF THE DICHLORINATION CHAMBERS SHALL BE DONE ONLY ON ONE SIDE AT A TIME, AS THE PLANT WILL REMAIN FUNCTIONAL DURING INSTALLATION.
3. THE CONTRACTOR SHALL TAKE CAUTION TO CONFIRM & MATCH EXISTING INVERTS.
4. PLUGS TO BE PROVIDED, AS NEEDED TO DIVERT ALL FLOW THROUGH 1-TRAIN OF TREATMENT DURING INSTALLATION OF EACH DICHLORINATION CHAMBER AND INCLUDE PLUG AT THE UNUSED SAMPLING MANHOLE INLET TO AVOID UPFLOW.
5. ADJUST PIPING, AS NEEDED BETWEEN DIHLORINATION OUTLET AND SAMPLING MANHOLE INLET TO MAINTAIN 1% MINIMUM SLOPE.
6. AN ALTERNATE OR SQUARE DICHLORINATION CHAMBER COULD BE ACCEPTABLE WITH THE ENGINEER'S APPROVAL OF A SHOP DRAWING, PROVIDED THAT IT IS EQUIVALENT TO THE CHAMBER SHOWN, WITH THE REQUIRED ACCESS AND SUMP VOLUME OF 376 GALLONS AT THE 24" DEPTH.

DATE	REVISION
6/15/2026	REVISED PER NYSDEC COMMENTS

ENGINEERING, DESIGN, & PLANS PREPARED BY:

RENNIA ENGINEERING DESIGN, PLLC

CIVIL • ENVIRONMENTAL • STRUCTURAL

6 Dover Village Plaza, Suite 5, P.O. Box 400, Dover Plains, NY 12522

Tel: (845) 877-0555 Fax: (845) 877-0556

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STATE OF NEW YORK · RICHARD ALAN RENNIA JR · 082459 · LICENSED PROFESSIONAL ENGINEER

GARDINER WASTEWATER TREATMENT PLANT

TOWN OF GARDINER — ULSTER COUNTY, NY

DECHLORINATION SYSTEM PLAN

DATE	SCALE	DESIGNED BY:	DRAWN BY:	CHECKED BY:	JOB NO.	SHEET NO.
5/1/2026	1"=20'	THH	THH	RAR	#22-752	1 of 1