

## NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN; that the Undersigned, on behalf of the Essex County, New York (County) Board of Supervisors, will accept sealed bids at the Office of the Purchasing Agent until 2:00 P.M. on June 28, 2013 for **Electrical Contractor Services for the County's Public Safety Remote Communications System**.

The bids shall be opened and read aloud on June 28, at 2:00 P.M., at the Office of the Purchasing Agent, Linda M. Wolf, CPA, CPPB, Government Center, 7551 Court St., Elizabethtown, New York 12932. If additional information concerning the bidding is required, please call 518-873-3332 or email Linda Wolf at [lwolf@co.essex.ny.us](mailto:lwolf@co.essex.ny.us). Bidders may obtain bid documents for this stipulated price contract by visiting the County's Website at [www.co.essex.ny.us](http://www.co.essex.ny.us). Hard copies are also available by calling 518-873-3332 or writing at the above address. Bidders desiring hard copies of the bid documents will be responsible for all costs incurred by the County to prepare and provide them.

The County will host a pre-bid conference and visits to the remote communications sites on June 11, 2013 beginning at 8:00 a.m. at the Lewis Public Safety Building (PSB) located at 702 Stowersville Road, Lewis, New York 12950.

All bids submitted in response to this notice shall be marked "SEALED PROPOSAL – RADIO PROJECT ELECTRICAL CONTRACTOR" clearly on the outside of the envelope. All bids shall be submitted on the bid sheets included in this bid package, and **no other forms will be accepted**.

In addition to the bids, bidders shall submit executed non-collusion bid certificates signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103d. The bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

Each bid must be accompanied by either a Certified Check or a Bid Bond, in a form acceptable to the Essex County Attorney, payable to Essex County Treasurer in the amount of five percent (5%) of amount of the bid.

All Certified Checks and Bid Bonds, except those of the three (3) low bidders will be returned within ten (10) days after the bids are opened. The checks or bonds of the three (3) low bidders will be returned after the execution of the Contract.

A labor and material Payment Bond and a Performance Bond in the form contained in the Contract documents will be required of the successful Bidder.

Attention of the bidders is particularly called to the requirements as to the conditions of employment to be observed and minimum wage rates (i.e., prevailing wage) under the Contract.

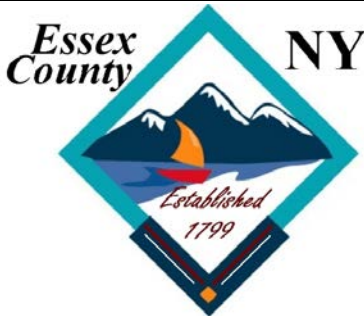
The County will notify the successful bidder promptly by letter and must be prepared to enter into a contract to furnish the materials, equipment (i.e., products), and services specified herein.

The County reserves the right to reject any and all proposals not considered to be in the best interest of the County and to waive any technical or formal defect in the proposals which is considered by the County to be merely irregular, immaterial, or unsubstantial.

PLEASE TAKE FURTHER NOTICE that Essex County affirmatively states that in regard to any contract entered into pursuant to this notice, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

Dated: May 24, 2013

Linda M. Wolf, CPA, CPPB  
Purchasing Agent  
Essex County Government Center  
Elizabethtown, New York 12932  
(518) 873-3332



# **Essex County, New York Public Safety Remote Communications System**

## **Electrical Contractor Services Invitation to Bid (ITB)**

PlumbExcel Group, Engineering, P.C.

Project No. 12-247-000

May 24, 2013

THE ENGINEER CERTIFIES THAT TO THE BEST OF ITS KNOWLEDGE, INFORMATION, AND BELIEF; THE PLANS AND SPECIFICATIONS ARE IN CONFORMANCE WITH APPLICABLE FEDERAL, STATE, AND LOCAL LAWS, ORDINANCES, AND REGULATIONS.

### **Invitation to Bid (ITB) Contact:**

**Essex County Purchasing Department  
Linda Wolf, CPA, CPPB  
Purchasing Agent  
7551 Court Street  
Elizabethtown, NY 12932  
518-873-3332  
lwolf@co.essex.ny.us**

**ESSEX COUNTY, NEW YORK  
PUBLIC SAFETY REMOTE COMMUNICATIONS SYSTEM  
ELECTRICAL CONTRACTOR SERVICES INVITATION TO BID (ITB)**

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END OF SECTION

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**DIVISION 00**  
**PROCUREMENT AND CONTRACTING REQUIREMENTS**

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**SECTION 00 10 00**  
**ELECTRICAL CONTRACTOR SERVICES INVITATION TO BID (ITB)**

**PROJECT:** Essex County, New York Public Safety Remote Communications System

**OWNER:** Essex County, New York

**ENGINEER:** PlumbExcel Group, Engineering, P.C.  
4 Wolfert Avenue  
Albany, New York 12204  
(P) (518) 465-6037  
(F) (518) 465-5210

**INVITATION TO BID**

NOTICE IS HEREBY GIVEN; that the Undersigned, on behalf of the Essex County, New York (County) Board of Supervisors, will accept sealed bids at the Office of the Purchasing Agent until 2:00 P.M. on June 28, 2013 for Electrical Contractor Services for the County's Public Safety Remote Communications System.

**PRE-BID CONFERENCE AND SITE VISITS**

The County will host a pre-bid conference and visits to the remote communications sites on June 11, 2013 beginning at 8:00 a.m. at the Lewis Public Safety Building (PSB) located at 702 Stowersville Road, Lewis, New York 12950. See Section 00 20 00 for details.

**PROJECT DESCRIPTION**

The County invites bids from qualified electrical contractors to provide, install, bond, test, and guarantee electrical materials, equipment (i.e. products), and services for the County's Public Safety Remote Communications Project.

The scope of work involves providing, installing, testing, and guaranteeing electrical materials, equipment (i.e., products), and services at 9 remote communications facilities at the locations provided in Table 1.

**Table 1 – Remote Communications Sites**

Site Name	Site Location
Angier Hill	333 Halds Road Westport, New York 12993
Belfry Mountain	729 Dalton Hill Road Witherbee, New York 12998
Blue Mountain	Blue Mountain Summit Blue Mountain Lake, New York 12812
Gore Mountain	Summit of Gore Mountain North Creek, New York 12853
Grandpas Knob	Summit of Grandpas Knob Castleton, Vermont 05735
Lewis Public Safety Building	702 Stowersville Road Lewis, New York 12950
Mount Pisgah	96 Mount Pisgah Lane Summit of Mount Pisgah Ski Area Saranac Lake, New York 12983
Terry Mountain	Terry Mountain Peasleeveville, New York 12985
Wells Hill	189 Seventy Lane Lewis, New York 12950

The following list provides a summary of the materials, equipment (i.e., products), and services that the selected Electrical Contractor (SELECTED EC) shall provide:

- **Electrical** – Electrical wires and cables, circuits, breakers, panelboards, wiring devices, device boxes/receptacles, raceways, supporting devices, surge protection devices (SPD), meters and submeters, conduit trenching/installation/backfill, remote communications tower lighting controller, etc.
- **Grounding (earthing) and bonding** – Internal and external grounding (earthing) and bonding of electrical, emergency power, and communications system equipment.
- **Facility alarm point sensors and circuits** – Dry contact closure sensors, wiring, and 66 punch-down blocks for smoke protection devices, doors, heating, ventilation, and air conditioning (HVAC) units, thermostats, emergency power generators and fuel tanks.
- **New utility service** – Initiation of the electronic service request (ESR) / electronic service order (ESO) and service installation coordination with commercial utility providers.
- **Demolition (decommissioning) and disposal** – Removal and proper disposal of materials and equipment (i.e., products).
- **Project management** – Preparation, implementation, and maintenance of a comprehensive project management plan.
- **Training** – Equipment operation and maintenance training.
- **Record documents** – Shop drawings, wiring diagrams, equipment lists, test reports, manuals, etc.

- **Guarantee** – Two-year guarantee (i.e., warrantee) for all workmanship, materials, and equipment (i.e., products) provided as part of the ITB and Contract Documents.

### **SPECIAL CONDITIONS**

All of the remote communications sites except for Blue Mountain are accessible by a standard 4-wheel drive vehicle during a majority of the construction season, which typically runs from April through October or November. Exceptions include major rain and windstorms that could cause washouts, unseasonal snow, etc.

**Bidders should include the cost to provide their own 4-wheel drive vehicle to access the remote communications site except for Blue Mountain, which requires an all-terrain vehicle (ATV).** Likewise, bidders shall include the cost to provide their own ATV to access and transport electrical materials and equipment (i.e., products) to Blue Mountain.

Most of the remote communications sites are located within the Adirondack Park. Bidders shall comply with all Adirondack Park Agency (APA) and Department of Environmental Conservation (DEC) requirements.

### **BIDDING INSTRUCTIONS**

If additional information concerning the bidding is required, please call 518-873-3332 or email Linda Wolf, CPA, CPPB, Purchasing Agent at [lwolf@co.essex.ny.us](mailto:lwolf@co.essex.ny.us).

Bidders may obtain bid documents for this stipulated price contract by visiting the County's Website at [www.co.essex.ny.us](http://www.co.essex.ny.us). Hard copies are also available by calling 518-873-3332 or writing at the above address. Bidders desiring hard copies of the bid documents will be responsible for all costs incurred by the County to prepare and provide them.

**Three bound hard copies and three electronic copies (i.e., CD/DVD-ROM) of each proposal must be received in a sealed package with the designation "SEALED PROPOSAL – RADIO PROJECT ELECTRICAL CONTRACTOR" conspicuously marked on the outer envelope and on the CD/DVD ROMs. All bids shall be submitted on the bid sheets included in this bid package. No other forms will be accepted.**

All bids submitted in response to this notice shall become the property of the County.

In addition to the bids, bidders shall submit executed non-collusion bid certificates signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103d. The bidder shall also submit an executed certificate of compliance with the Iran Divestment Act signed by the bidder or one of its officers as required by the General Municipal Law Sec. 103g.

Each bid must be accompanied by either a Certified Check or a Bid Bond, in a form acceptable to the Essex County Attorney, payable to Essex County Treasurer in the amount of five percent (5%) of amount of the bid.

All Certified Checks and Bid Bonds, except those of the three (3) low bidders will be returned within ten (10) days after the bids are opened. The checks or bonds of the three (3) low bidders will be returned after the execution of the Contract.

The SELECTED EC shall be required to provide a labor and material payment and performance bond for 100% of the bid sum.

Attention of the bidders is particularly called to the requirements as to the conditions of employment to be observed and minimum wage rates (i.e., prevailing wage) under the Contract.

The County will notify the successful bidder promptly by letter and must be prepared to enter into a contract to furnish the materials, equipment (i.e., products), and services prescribed herein.

The County reserves the right to reject any and all proposals not considered to be in the best interest of the County and to waive any technical or formal defect in the proposals which is considered by the County to be merely irregular, immaterial, or unsubstantial.

PLEASE TAKE FURTHER NOTICE that the County affirmatively states that in regard to any contract entered into pursuant to this notice, without regard to race, color, sex, religion, age, national origin, disability, sexual preference or Vietnam Era veteran status, disadvantaged and minority or women-owned business enterprises will be afforded equal opportunity to submit bids in response hereto.

All bids shall be submitted under a condition of irrevocability for a period of 45 calendar days after submission. The County reserves the right to accept or reject any or all bids.

END OF SECTION 00 10 00



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**SECTION 00 10 10**  
**ESTIMATED PROJECT SCHEDULE**

**CONTRACT DESCRIPTION:** Public Safety Remote Communications – Electrical Contractor Services

**NOTICE TO BIDDERS:** May 24, 2013

**PRE-BID CONFERENCE:** June 11, 2013

**SITE VISITS:** June 11, 2013 and June 12, 2013

**BID OPENING DATE:** June 28, 2013 at 2:00 p.m.

**ESTIMATED START DATE:** Immediately after award

**SUBSTANTIAL COMPLETION:** Not later than August 31, 2013

END OF SECTION 00 10 10

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**SECTION 00 20 00  
INSTRUCTIONS TO BIDDERS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 00 10 00 Invitation to Bid (ITB)
- B. 00 10 10 Estimated Project Schedule
- C. 00 40 00 Bid Forms and Supplements
- D. 00 50 00 Contracting Forms and Supplements
- E. 00 70 00 Conditions of the Contract
- F. 00 80 00 New York State Prevailing Wage Documents

**1.02 INSTRUCTIONS TO BIDDERS**

- A. See Related Documents.
- B. See Appendix E – Essex County General Specifications for Procurement Contracts.
- C. Bid Submittals:
  - 1. The County will only accept and consider bid submittals that are **fully complete and compliant** with the requirements set forth in the ITB and Contract Documents.
  - 2. All bids shall be submitted on the bid sheets included in the ITB and Contract Documents. **No other forms will be accepted.**
  - 3. **Three bound hard copies and three electronic copies (i.e., CD/DVD-ROM) of each proposal must be received in a sealed package with the designation “SEALED PROPOSAL – RADIO PROJECT ELECTRICAL CONTRACTOR” conspicuously marked on the outer envelope and on the CD/DVD ROMs.**
  - 4. All bids submitted in response to this notice shall become the property of the County.
  - 5. All bids shall be accompanied with either a Certified Check or a Bid Bond, in a form acceptable to the Essex County Attorney, payable to Essex County Treasurer in the amount of five percent (5%) of amount of the bid.
    - a. All Certified Checks and Bid Bonds, except those of the three (3) low bidders will be returned within ten (10) days after the bids are opened. The checks or bonds of the three (3) low bidders will be returned after the execution of the Contract.

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## **PART 2 – PRE-BID CONFERENCE AND SITE VISITS**

### **2.01 PRE-BID CONFERENCE**

- A. The County will host a pre-bid conference on June 11, 2013 beginning at 9:00 a.m. at the Lewis Public Safety Building (PSB) located at 702 Stowersville Road, Lewis, New York 12950.
- B. Bidders planning to participate in the pre-bid conference are required to register with the County Purchasing Agent within five (5) business days after issuance of this ITB.
  - 1. See ITB title page for County Purchasing Agent contact information.

### **2.01 SITE VISITS**

- A. The County will host visits to a portion of the remote communications sites immediately following the pre-bid conference and finishing on June 12, 2013.
- B. Bidders participating in the site visits are required to submit certificates of insurance (COIs) to the County Purchasing Agent upon time of registry.
  - 1. See ITB title page for County Purchasing Agent contact information.
- C. Bidders are responsible for all costs associated with conducting the site visits including personnel time and travel expenses.
  - 1. Bidders are required to provide their own 4-wheel drive vehicle for the site visits. The County will escort the bidders to the sites, but will not provide transportation for the bidders.
  - 2. Lunch shall be a maximum of 45 minutes. The County will not provide meals and/or beverages. Given the remote locations of most of the sites, PROPOSERS should pack an appropriate amount of food and beverage for the entire day.
- D. Site Visit Schedule (Day 1):
  - 1. Lewis PSB (immediately following pre-bid conference)
  - 2. Angier Hill
  - 3. Terry Mountain
- E. Site Visit Schedule (Day 2):
  - 1. Blue Mountain
  - 2. Grandpas Knob
- F. The Engineer deems it is unnecessary for bidders to visit Belfry Mountain, Gore Mountain, Grandpas Knob, Mount Pisgah, and Wells Hill to evaluate existing conditions since pre-wired/pre-fabricated equipment shelters will be installed at these sites. The Engineer intends to provide photographs for most of these sites and details of these sites during the pre-bid conference.

END OF SECTION 00 20 00

**SECTION 00 40 10**  
**BID FORM – STIPULATED SUM**

**TO:** Essex County, New York (Owner)

**PROJECT:** Public Safety Remote Communications System – Electrical Contractor Services

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

**SUBMITTED BY:** \_\_\_\_\_

**LEGAL NAME:** \_\_\_\_\_

**LEGAL ADDRESS:** \_\_\_\_\_

**1.01 OFFER**

Having fully examined the invitation to bid (ITB) and Contract Documents contained therein, we the undersigned, hereby offer to enter into a Contract to perform the work for the Contract Sum of:

\$..... dollars and no cents, in lawful money of the United States of America.  
(Numerical)

\$.....  
(Written)

**+ Contingency Allowance** \_\_\_\_\_ **\$15,000(Fifteen Thousand Dollars)**

**Total: Base Bid Plus Allowance** \$..... dollars, in lawful money of the United States of America. (Numerical)

\$.....**dollars and no cents.**  
(Numerical)

We have included the bid security as required by the Instruction to Bidders.

All applicable federal and State of New York taxes are included in the Bid Sum.

All Contingency Allowances described in Section 01 20 00 – Price and Payment Procedures are included in the Bid Sum.

**1.02 ACCEPTANCE**

This offer shall be open to acceptance and is irrevocable for forty-five days from the bid closing date. If this bid is accepted by the Owner within the time period stated above, we will:

1. Execute the Agreement within seven days of receipt of Notice of Award.
2. Furnish the required bonds within seven days of receipt of Notice of Award in the form described in Supplementary Conditions.
3. Commence work within seven days after written Notice to Proceed.

If this bid is accepted within the time stated, and we fail to commence the work or we fail to provide the required bonds, the security deposit shall be forfeited as damages to the Owner by reason of our failure, limited in amount to the lesser of the face value of the security deposit or the difference between this bid and the bid upon which a Contract is signed.

In the event our bid is not accepted within the time stated above, the required security deposit will be returned to the undersigned, in accordance with the provisions of the Instructions to Bidders; unless a mutually satisfactory arrangement is made for its retention and validity for an extended period.

### **1.03 CONTRACT TIME**

If this Bid is accepted, we will:

1. Commence work at the remote communications sites in the spring/summer of 2013.
2. Complete all of the work on or before August 31, 2013.

### **1.04 CHANGES TO THE WORK**

Should the County approve changes in the work, our percentage fee shall be net cost plus a percentage fee in accordance with General Conditions. Our percentage fee shall be:

\_\_\_\_\_ percent overhead and profit on the net cost of our own work;  
\_\_\_\_\_ percent on the gross cost of work done by any subcontractor.

On work deleted from the Contract, our credit to the Owner shall be the approved net cost plus \_\_\_\_\_ percent of the overhead and profit noted above.

### **1.05 ADDENDA**

The following ITB Addenda have been received. The modifications to the ITB and Contract Documents noted below have been considered and all costs are included in the Bid Sum.

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

Addendum # \_\_\_\_\_ Dated \_\_\_\_\_

### **1.06 APPENDICES**

The following documents are attached to and made a condition of the Bid:

1. Bid security in form of \_\_\_\_\_.
2. ITB Section 00 40 20 – Bid Form Supplements, including all appendices.

3. Others (list):

- 
- 
- 
- 
- 
- 
- 
- 
- 
- 

1.07 BID FORM SIGNATURES

The Corporate Seal of

\_\_\_\_\_  
(Bidder - print the full name of your firm)

*was hereunto affixed in the presence of:*

\_\_\_\_\_  
Authorized signing officer  
(Seal)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Authorized signing officer  
(Seal)

\_\_\_\_\_  
Title

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION 00 40 10

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**SECTION 00 40 20**  
**BID FORM SUPPLEMENTS**

**TO:** Essex County, New York (Owner)

**PROJECT:** Public Safety Remote Communications System – Electrical Contractor Services

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

**SUBMITTED BY:** \_\_\_\_\_  
(Full name)

**LEGAL ADDRESS:** \_\_\_\_\_

In accordance with Section 00 20 00 – Instructions to Bidders and Section 00 40 10 – Bid Form – Stipulated Sum, we include the Appendices to Bid Form Supplements listed below. The information provided shall be considered an integral part of the Bid Form.

- Essex County Bidder's Checklist (1 page)
- Essex County Certificate of Authority (1 page)
- Essex County Certification of Experience (1 page)
- Essex County Security Form #1: Consent of Surety (1 page)
- Essex County Statement of Surety's Intent (2 pages)
- Essex County Certification of Compliance with Iran Divestment Act (1 page)
- Essex County Non-Collusive Bidding Certification (1 page)
- Essex County Contractor's Acknowledgement (1 page)
- Subcontractor's List (1 page)
- Cost Breakdown (5 pages)

**BID FORM SUPPLEMENT SIGNATURES:**

The Corporate Seal of

\_\_\_\_\_  
(Bidder - print the full name of your firm)

*was hereunto affixed in the presence of:*

\_\_\_\_\_  
Authorized signing officer Title  
(Seal)

\_\_\_\_\_  
Authorized signing officer Title  
(Seal)

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

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BIDDER’S CHECKLIST

Each of the following forms must be executed and notarized if applicable:

- CERTIFICATE OF AUTHORITY \_\_\_\_\_
- CERTIFICATION OF EXPERIENCE \_\_\_\_\_
- BID SECURITY FORM # 1 \_\_\_\_\_
- STATEMENT OF SURETY’S INTENT \_\_\_\_\_
- CERTIFICATION OF COMPLIANCE WITH  
IRAN DIVESTMENT ACT \_\_\_\_\_
- NON-COLLUSIVE BIDDING CERTIFICATION \_\_\_\_\_
- SUBCONTRACTOR’S LIST \_\_\_\_\_



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**CERTIFICATE OF AUTHORITY**

I, \_\_\_\_\_  
(Officer other than officer executing proposal documents)

certify that I am the \_\_\_\_\_ of the \_\_\_\_\_  
(Title) (Name of Contractor)

\_\_\_\_\_ a corporation, duly organized and in good standing under the

\_\_\_\_\_  
(Law under which organized, e.g., the New York Business Corporation Law)

named in the foregoing agreement; that \_\_\_\_\_  
(Person executing proposal documents)

who signed said agreement on behalf of the Contractor was, at the time of execution,

\_\_\_\_\_ of the Contractor; that said agreement was duly signed for  
(Title of such person)

and in behalf of said Contractor by authority of its Board of Directors, thereunto duly authorized, and  
that such authority is in full force and effect at the date hereof.

\_\_\_\_\_  
Signature

Corporate Seal

STATE OF NEW YORK ) SS.:  
COUNTY OF ESSEX )

On this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_

(Title) of \_\_\_\_\_ the corporation described in  
and which executed the above certificate, who being by me duly sworn did depose and say that he, the said  
\_\_\_\_\_ resides at \_\_\_\_\_, and  
that he is \_\_\_\_\_ of said corporation and knows the corporate seal of the said  
corporation; that the seal affixed to the above certificate is such corporate seal and that it was so affixed by  
order of the Board of Directors of said corporation, and that he signed his name thereto by like order.

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

\_\_\_\_\_  
County

**CERTIFICATION OF EXPERIENCE**

I, \_\_\_\_\_ HEREBY CERTIFY THAT (COMPANY \_\_\_\_\_  
\_\_\_\_\_ HAS PERFORMED THE FOLLOWING WORK WITHING  
THE LAST THREE YEARS **UNLESS SPECIFIED DIFFERENTLY IN THE SPECIFICATION:**

NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_  
TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
-----

NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_  
TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
-----

NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_  
TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
-----

NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_  
TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_  
-----

NAMES OF BUSINESS: \_\_\_\_\_ CONTACT NAME: \_\_\_\_\_  
ADDRESS: \_\_\_\_\_  
AMOUNT OF CONTRACT: \_\_\_\_\_ TELEPHONE NO.: \_\_\_\_\_  
TYPE OF WORK: \_\_\_\_\_ FAX NO.: \_\_\_\_\_

NOTE: THIS FORM MUST BE EXECUTED BY YOUR  
SURETY AND SUBMITTED WITH YOUR BID.

ESSEX COUNTY  
BID SECURITY FORM #1

**CONSENT OF SURETY**

Issued to: \_\_\_\_\_  
(Name of Bidder)

CONTRACT NUMBER \_\_\_\_\_

In consideration of the premises and of one dollar to it in hand paid by the County of Essex the receipt whereof is hereby acknowledged, the undersigned contents and agrees that if the contract, for which the preceding estimate and proposal is made, be awarded to the corporation, person or persons making the same, it will become bound as surety and guarantor for its faithful performance, and will execute it as party of the third part thereto when required to do so by the said County of Essex and if the said corporation, person or persons shall omit or refuse to execute such contract if so awarded, it will pay, on demand, to the said County of Essex , any difference between the sum bid by the corporation, person or persons and the sum which the said County may be obliged to pay the corporation, person or person to whom the contract may be afterwards awarded, the amount in each case to be determined by the bids for said contract.

In witness whereof, said Surety has set its seal and caused these presents to be signed by its duly authorized officers, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_

(SEAL)

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

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

NOTE: Attach necessary Power of Attorney, Notarial Acknowledgement of Signature and Surety's Financial Statement.

**STATEMENT OF SURETY’S INTENT**

To: \_\_\_\_\_

We have reviewed the Bid of \_\_\_\_\_  
(Contractor)

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

for \_\_\_\_\_  
\_\_\_\_\_  
(Project)

Bids for which will be received on \_\_\_\_\_  
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the Performance Bond and Labor and Materials Payment Bond required by this Contract.

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

We are duly authorized to transact business in the State of New York, and we appear on the U.S. Treasury Department’s most current list (Circular 570 as amended).

Attest:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Surety’s Authorized Signature(s)

Attach Power of Attorney  
  
(Corporate seal if any. If no seal, write  
“No Seal” across this place and sign.)

---

**BID SECURITY**

(ATTACHED HERE – CERTIFIED CHECK, CASH OR BID BOND)

---

**CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT**

As a result of the Iran Divestment Act of 2012 (the "Act"), Chapter 1 of the 2012 Laws of New York, a new provision has been added to State Finance Law (SFL) § 165-a and New York General Municipal Law § 103-g, both effective April 12, 2012. Under the Act, the Commissioner of the Office of General Services (OGS) will be developing a list of "persons" who are engaged in "investment activities in Iran" (both are defined terms in the law) (the "Prohibited Entities List"). Pursuant to SFL § 165-a(3)(b), the initial list is expected to be issued no later than 120 days after the Act's effective date at which time it will be posted on the OGS website.

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

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

During the term of the Contract, should the County receive information that a Bidder/Contractor is in violation of the above-referenced certification, the County will offer the person or entity an opportunity to respond. If the person or entity fails to demonstrate that he/she/it has ceased engagement in the investment which is in violation of the Act within 90 days after the determination of such violation, then the County shall take such action as may be appropriate including, but not limited to, imposing sanctions, seeking compliance, recovering damages or declaring the Bidder/Contractor in default.

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

I, \_\_\_\_\_, being duly sworn, deposes and says that he/she is the  
\_\_\_\_\_ of the \_\_\_\_\_ Corporation and that neither  
the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

\_\_\_\_\_  
SIGNED

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

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

---

**NON-COLLUSIVE BIDDING CERTIFICATION**

1. By submission of this bid, the undersigned bidder and each person signing on behalf of such 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 the undersigned's knowledge and belief:

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

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

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

2. The undersigned acknowledges and agrees that a bid shall not be considered for award nor shall any award be made where any of the above have not been complied with; provided however, that if in any case the bidder cannot make the foregoing certification, the bidder shall so state and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor. Where one or more of the above has/have not been complied with, the bid shall not be considered for award nor shall any award be made unless the political subdivision, public department, agency or official thereof to which the bid is made, or his designee, determines that such disclosure was not made for the purpose of restricting competition.

3. The undersigned also acknowledges and agrees that 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 paragraph 1 above.

4. The undersigned further acknowledges and agrees that any bid hereafter made to any political subdivision of the state or any public department, agency or official thereof by a bidder which is a corporation or a limited liability company for work or services performed or to be performed or goods sold or to be sold, where competitive bidding is required by statute, rule, regulation, or local law, and where such bid contains the certification referred to in paragraph 1 of this certificate, 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 or limited liability company.

Name of Bidder: \_\_\_\_\_  
(print full legal name)

Date Signed: \_\_\_\_\_ Signature: \_\_\_\_\_

Name of Person Signing Certificate: \_\_\_\_\_  
(print full legal name of signer)

Bidder is (check one): ☐ an individual, ☐ a limited liability partnership, ☐ a limited liability company,  
☐ other entity (specify): \_\_\_\_\_

---

CONTRACTOR'S ACKNOWLEDGEMENT

(If Corporation)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came \_\_\_\_\_  
\_\_\_\_\_ to me known, and known to me to be the \_\_\_\_\_  
of the Corporation described in and which executed the within instrument, who being duly sworn did depose and  
say that he, the said \_\_\_\_\_ reside at \_\_\_\_\_ and that  
he is \_\_\_\_\_ of said corporation and knows the corporate seal of the said corporation;  
that the seal affixed to the within instrument is such corporate seal and that it was so affixed by order of the  
Board of Directors of said corporation, and that he signed his name thereto by like order.

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

CONTRACTOR'S ACKNOWLEDGEMENT

(If Individual)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be the same  
person described in and who executed the within instrument and he duly acknowledged to me that he executed  
the same for the purpose herein mentioned and, if operating under and trade name, that the certificate required  
by the New York State Penal Law, Sections 440 and 440-b has been filed with the County Clerk of Essex  
County.

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

CONTRACTOR'S ACKNOWLEDGEMENT

(If Co-Partnership)

STATE OF NEW YORK) SS:  
COUNTY OF ESSEX)

On this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_, before me personally came  
\_\_\_\_\_ to me known, and known to me to be a member of the firm of and  
the person described in, and who executed the within instrument in behalf of said firm for the purposes herein  
mentioned and that the certificate required by the New York State Penal Law, Sections 440 and 440-b has been  
filed with the County Clerk of Essex County.

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



**SUBCONTRACTOR LIST**

Please provide a list of subcontractors with bid amount for each subcontract listed below. Leave blank if not applicable. **Seal in separate envelope labeled “Subcontractor List & Bid Amount”.**

**GENERAL CONSTRUCTION:**

\_\_\_\_\_  
(Name & Address)

Bid Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(in words) (in figures)

**SITE WORK:**

\_\_\_\_\_  
(Name & Address)

Bid Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(in words) (in figures)

**MECHANICAL SUBCONTRACTOR:**

\_\_\_\_\_  
(Name & Address)

Bid Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(in words) (in figures)

**ELECTRICAL SUBCONTRACTOR:**

\_\_\_\_\_  
(Name & Address)

Bid Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(in words) (in figures)

**PLUMBING SUBCONTRACTOR:**

\_\_\_\_\_  
(Name & Address)

Bid Amount: \_\_\_\_\_ Dollars (\$ \_\_\_\_\_ )  
(in words) (in figures)

COST BREAKDOWN

The following is a bid cost breakdown referenced in the bid submitted **BY:**

(Full name)

(Legal address)

**TO:** Essex County, New York (Owner)

**PROJECT:** Public Safety Remote Communications System – Electrical Contractor Services

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

The Bidder hereby agrees to furnish and deliver all labor, materials and equipment (i.e., products), transportation and storage, project management (PM), training, guarantee (warranty), and any other products or services required to satisfy the requirements set forth in the invitation to bid (ITB) and Contract Documents contained within in their entirety for the fixed-price costs listed in the table below.

The Bidder shall include all costs and revenue (profit) in the cost breakdown. **The Owner, Essex County, New York is tax-exempt. Therefore, do not include sales tax in Bid amounts.**

The undersigned bidder has carefully examined the bid documents and will provide all necessary insurance, bonds, machinery, tools, apparatus, false work, and other means of construction, and do all the work and furnish all the products and services called for by the ITB and Contract Documents.

The Bidder shall provide the bid price in both words and figures. In the event of discrepancies, the amount shown in words shall govern. All items are to be completely furnished, installed, and tested.

Site Name	Labor	Materials / Equipment	Transportation / Storage	PM / Training / Guarantee	TOTAL
ANGIER HILL					
In Numbers					
In Words					

Site Name	Labor	Materials / Equipment	Transportation / Storage	PM / Training / Guarantee	TOTAL
BELFRY MOUNTAIN					
In Numbers					
In Words					
BLUE MOUNTAIN					
In Numbers					
In Words					
GORE MOUNTAIN					
In Numbers					
In Words					

Site Name	Labor	Materials / Equipment	Transportation / Storage	PM / Training / Guarantee	TOTAL
<b>GRANDPAS KNOB</b>					
In Numbers					
In Words					
<b>LEWIS PUBLIC SAFETY BUILDING</b>					
In Numbers					
In Words					
<b>MOUNT PISGAH</b>					
In Numbers					
In Words					

Site Name	Labor	Materials / Equipment	Transportation / Storage	PM / Training / Guarantee	TOTAL
TERRY MOUNTAIN					
In Numbers					
In Words					
WELLS HILL					
In Numbers					
In Words					
GRAND TOTAL					
In Numbers					
In Words					

The undersigned Bidder agrees as follows in accordance with Section 00 40 10 – Bid Form – Stipulated Sum:

1. The total bid price shall be accepted as full-compensation for the successful completion of the work specified in the ITB and Contract Documents contained therein subject to additions or deductions in quantity of work performed or changes agreed upon.
2. If selected, execute the Agreement within seven days of receipt of Notice of Award.
3. If selected, furnish the required bonds within seven days of receipt of Notice of Award in the form described in Supplementary Conditions.
4. If selected, commence work within seven days after written Notice to Proceed.
5. If selected, comply with the terms and conditions specified in Division 1 – General Requirements, Section 01 20 00 – Price and Payment Procedures.
6. If selected, the County will issue monthly progress payments based on the percentage of work completed.
7. If selected, the County will withhold a 5% retainage until final approval of the project.

**BID FORM COST BREAKDOWN SIGNATURES:**

The Corporate Seal of

---

(Bidder - print the full name of your firm)

*was hereunto affixed in the presence of:*

---

Authorized signing officer (Seal)	Title
--------------------------------------	-------

---

Authorized signing officer (Seal)	Title
--------------------------------------	-------

If the Bid is a joint venture or partnership, add additional forms of execution for each member of the joint venture in the appropriate form or forms as above.

END OF SECTION 00 40 20

---

**SECTION 00 50 10**  
**AIA A101-2007 AGREEMENT**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 00 70 10 AIA A201-2007 – General Conditions
- B. 00 70 20 Supplementary Conditions  
Appendix C – Insurance Requirements for Public Works Contractors  
Appendix D – Standard Clauses for Essex County Contracts  
Contractor Progress Payment Waiver, Release and Discharge  
Appendix E – Essex County General Specifications for Procurement Contracts  
Occupational Safety and Health Administration (OSHA) – 10-hour  
Construction Safety and Health Course (S1537-A) and OSHA 10  
Compliance

**1.02 AGREEMENT**

- A. AIA Document A101-2007, Standard Form of Agreement Between Owner (County) and Contractor Where the Basis of Payment is a Stipulated Sum, forms the basis of Agreement between the Owner and Contractor.

END OF SECTION 00 50 10

# DRAFT AIA<sup>®</sup> Document A101<sup>™</sup> - 2007

## Standard Form of Agreement Between Owner and Contractor where the basis of payment is a Stipulated Sum

AGREEMENT made as of the « » day of « » in the year « »  
(In words, indicate day, month and year.)

BETWEEN the Owner:  
(Name, legal status, address and other information)

« [Essex County, New York](#) » « »  
« [7533 Rt. 9 7551 Court St](#) »  
« [Elizabethtown, NY 12932](#) »  
« »

and the Contractor:  
(Name, legal status, address and other information)

« » « »  
« »  
« »  
« »

for the following Project:  
(Name, location and detailed description)

« [Public Safety Remote Communication System](#) »  
« [Electrical Contractor Services](#) »  
« »

The ~~Architect~~ [Engineer](#):  
(Name, legal status, address and other information)

« [Plumb Excel Group, Engineering, P.C.](#) » « »  
« [4 Wolfert Avenue](#) »  
« [Albany Albany, NY 12204](#) »  
« »

The Owner and Contractor agree as follows.

### 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.

AIA Document A201<sup>™</sup>-2007, General Conditions of the Contract for Construction, is adopted in this document by reference. Do not use with other general conditions unless this document is modified.

**ELECTRONIC COPYING** of any portion of this AIA<sup>®</sup> Document to another electronic file is prohibited and constitutes a violation of copyright laws as set forth in the footer of this document.



## TABLE OF ARTICLES

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

### ARTICLE 1 THE CONTRACT DOCUMENTS

The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to execution of this Agreement, other documents listed in this Agreement and Modifications issued after execution of this Agreement, all of which form the Contract, and are as fully a part of the Contract as if attached to this Agreement or repeated herein. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. An enumeration of the Contract Documents, other than a Modification, appears in Article 9.

### ARTICLE 2 THE WORK OF THIS CONTRACT

The Contractor shall fully execute the Work described in the Contract Documents, except as specifically indicated in the Contract Documents to be the responsibility of others.

### ARTICLE 3 DATE OF COMMENCEMENT AND SUBSTANTIAL COMPLETION

§ 3.1 The date of commencement of the Work shall be the date of this Agreement unless a different date is stated below or provision is made for the date to be fixed in a notice to proceed issued by the Owner.

*(Insert the date of commencement if it differs from the date of this Agreement or, if applicable, state that the date will be fixed in a notice to proceed.)*

« »

If, prior to the commencement of the Work, the Owner requires time to file mortgages and other security interests, the Owner's time requirement shall be as follows:

« »

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

§ 3.3 The Contractor shall achieve Substantial Completion of the entire Work not later than « » ( « » ) days from the date of commencement, or as follows:

*(Insert number of calendar days. Alternatively, a calendar date may be used when coordinated with the date of commencement. If appropriate, insert requirements for earlier Substantial Completion of certain portions of the Work.)*

« »

Portion of Work

Substantial Completion Date

, subject to adjustments of this Contract Time as provided in the Contract Documents.

*(Insert provisions, if any, for liquidated damages relating to failure to achieve Substantial Completion on time or for bonus payments for early completion of the Work.)*

« »

#### ARTICLE 4 CONTRACT SUM

§ 4.1 The Owner shall pay the Contractor the Contract Sum in current funds for the Contractor's performance of the Contract. The Contract Sum shall be « » (\$ « »), subject to additions and deductions as provided in the Contract Documents.

§ 4.2 The Contract Sum is based upon the following alternates, if any, which are described in the Contract Documents and are hereby accepted by the Owner:

*(State the numbers or other identification of accepted alternates. If the bidding or proposal documents permit the Owner to accept other alternates subsequent to the execution of this Agreement, attach a schedule of such other alternates showing the amount for each and the date when that amount expires.)*

« »

§ 4.3 Unit prices, if any:

*(Identify and state the unit price; state quantity limitations, if any, to which the unit price will be applicable.)*

Item

Units and Limitations

Price Per Unit (\$0.00)

§ 4.4 Allowances included in the Contract Sum, if any:

*(Identify allowance and state exclusions, if any, from the allowance price.)*

Item

Price

#### ARTICLE 5 PAYMENTS

##### § 5.1 PROGRESS PAYMENTS

§ 5.1.1 Based upon Applications for Payment submitted to the Architect/Engineer by the Contractor and Certificates for Payment issued by the Architect/Engineer, the Owner shall make progress payments on account of the Contract Sum to the Contractor as provided below and elsewhere in the Contract Documents.

§ 5.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as follows:

« »

§ 5.1.3 Provided that an Application for Payment is received by the Architect/Engineer not later than the « » day of a month, the Owner shall make payment of the certified amount to the Contractor not later than the « » day of the « » month. If an Application for Payment is received by the Architect/Engineer after the application date fixed above, payment shall be made by the Owner not later than « » ( « » ) days after the Architect/Engineer receives the Application for Payment.

*(Federal, state or local laws may require payment within a certain period of time.)*

§ 5.1.4 Each Application for Payment shall be based on the most recent schedule of values submitted by the Contractor in accordance with the Contract Documents. The schedule of values shall allocate the entire Contract Sum among the various portions of the Work. The schedule of values shall be prepared in such form and supported

by such data to substantiate its accuracy as the [ArchitectEngineer](#) may require. This schedule, unless objected to by the [ArchitectEngineer](#), shall be used as a basis for reviewing the Contractor's Applications for Payment.

§ 5.1.5 Applications for Payment shall show the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

§ 5.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

- .1 Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedule of values, less retainage of « » percent ( « » %). Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute shall be included as provided in Section 7.3.9 of AIA Document A201™–2007, General Conditions of the Contract for Construction;
- .2 Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of « » percent ( « » %);
- .3 Subtract the aggregate of previous payments made by the Owner; and
- .4 Subtract amounts, if any, for which the [ArchitectEngineer](#) has withheld or nullified a Certificate for Payment as provided in Section 9.5 of AIA Document A201–2007.

§ 5.1.7 The progress payment amount determined in accordance with Section 5.1.6 shall be further modified under the following circumstances:

- .1 Add, upon Substantial Completion of the Work, a sum sufficient to increase the total payments to the full amount of the Contract Sum, less such amounts as the [ArchitectEngineer](#) shall determine for incomplete Work, retainage applicable to such work and unsettled claims; and  
(Section 9.8.5 of AIA Document A201–2007 requires release of applicable retainage upon Substantial Completion of Work with consent of surety, if any.)
- .2 Add, if final completion of the Work is thereafter materially delayed through no fault of the Contractor, any additional amounts payable in accordance with Section 9.10.3 of AIA Document A201–2007.

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

*(If it is intended, prior to Substantial Completion of the entire Work, to reduce or limit the retainage resulting from the percentages inserted in Sections 5.1.6.1 and 5.1.6.2 above, and this is not explained elsewhere in the Contract Documents, insert here provisions for such reduction or limitation.)*

« »

§ 5.1.9 Except with the Owner's prior approval, the Contractor shall not make advance payments to suppliers for materials or equipment which have not been delivered and stored at the site.

## § 5.2 FINAL PAYMENT

§ 5.2.1 Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the Owner to the Contractor when

- .1 the Contractor has fully performed the Contract except for the Contractor's responsibility to correct Work as provided in Section 12.2.2 of AIA Document A201–2007, and to satisfy other requirements, if any, which extend beyond final payment; and
- .2 a final Certificate for Payment has been issued by the [ArchitectEngineer](#).

§ 5.2.2 The Owner's final payment to the Contractor shall be made no later than 30 days after the issuance of the [ArchitectEngineer](#)'s final Certificate for Payment, or as follows:

« »

## ARTICLE 6 DISPUTE RESOLUTION

### § 6.1 INITIAL DECISION MAKER

The Architect/Engineer will serve as Initial Decision Maker pursuant to Section 15.2 of AIA Document A201–2007, unless the parties appoint below another individual, not a party to this Agreement, to serve as Initial Decision Maker.

*(If the parties mutually agree, insert the name, address and other contact information of the Initial Decision Maker, if other than the Architect/Engineer.)*

<< >>  
<< >>  
<< >>  
<< >>

### § 6.2 BINDING DISPUTE RESOLUTION

For any Claim subject to, but not resolved by, mediation pursuant to Section 15.3 of AIA Document A201–2007, the method of binding dispute resolution shall be as follows:

*(Check the appropriate box. If the Owner and Contractor do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, Claims will be resolved by litigation in a court of competent jurisdiction.)*

☐ Arbitration pursuant to Section 15.4 of AIA Document A201–2007

☐ Litigation in a court of competent jurisdiction

☐ Other *(Specify)*

<< >>

## ARTICLE 7 TERMINATION OR SUSPENSION

§ 7.1 The Contract may be terminated by the Owner or the Contractor as provided in Article 14 of AIA Document A201–2007.

§ 7.2 The Work may be suspended by the Owner as provided in Article 14 of AIA Document A201–2007.

## ARTICLE 8 MISCELLANEOUS PROVISIONS

§ 8.1 Where reference is made in this Agreement to a provision of AIA Document A201–2007 or another Contract Document, the reference refers to that provision as amended or supplemented by other provisions of the Contract Documents.

§ 8.2 Payments due and unpaid under the Contract shall bear interest from the date payment is due at the rate stated below, or in the absence thereof, at the legal rate prevailing from time to time at the place where the Project is located.

*(Insert rate of interest agreed upon, if any.)*

<< >> % << >>

§ 8.3 The Owner's representative:

*(Name, address and other information)*

<< >>  
<< >>  
<< >>  
<< >>  
<< >>  
<< >>

§ 8.4 The Contractor's representative:

(Name, address and other information)

<< >>  
<< >>  
<< >>  
<< >>  
<< >>  
<< >>

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

§ 8.6 Other provisions:

<< >>

## ARTICLE 9 ENUMERATION OF CONTRACT DOCUMENTS

§ 9.1 The Contract Documents, except for Modifications issued after execution of this Agreement, are enumerated in the sections below.

§ 9.1.1 The Agreement is this executed AIA Document A101–2007, Standard Form of Agreement Between Owner and Contractor.

§ 9.1.2 The General Conditions are AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 9.1.3 The Supplementary and other Conditions of the Contract:

Document	Title	Date	Pages

§ 9.1.4 The Specifications:

(Either list the Specifications here or refer to an exhibit attached to this Agreement.)

<< >>

Section	Title	Date	Pages

§ 9.1.5 The Drawings:

(Either list the Drawings here or refer to an exhibit attached to this Agreement.)

<< >>

Number	Title	Date

§ 9.1.6 The Addenda, if any:

Number	Date	Pages

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

§ 9.1.7 Additional documents, if any, forming part of the Contract Documents:

1. AIA Document E201™–2007, Digital Data Protocol Exhibit, if completed by the parties, or the following:

<< >>

- .2 Other documents, if any, listed below:

*(List here any additional documents that are intended to form part of the Contract Documents. AIA Document A201–2007 provides that bidding requirements such as advertisement or invitation to bid, Instructions to Bidders, sample forms and the Contractor's bid are not part of the Contract Documents unless enumerated in this Agreement. They should be listed here only if intended to be part of the Contract Documents.)*

<< >>

## ARTICLE 10 INSURANCE AND BONDS

The Contractor shall purchase and maintain insurance and provide bonds as set forth in Article 11 of AIA Document A201–2007.

*(State bonding requirements, if any, and limits of liability for insurance required in Article 11 of AIA Document A201–2007.)*

Type of insurance or bond

Limit of liability or bond amount (\$0.00)

This Agreement entered into as of the day and year first written above.

\_\_\_\_\_  
OWNER (Signature)

<< >><< >>

\_\_\_\_\_  
(Printed name and title)

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

<< >><< >>

\_\_\_\_\_  
(Printed name and title)

---

**SECTION 00 70 10**  
**AIA A201-2007 – GENERAL CONDITIONS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 00 50 10 AIA A101-2007 Agreement
- B. 00 70 20 Supplementary Conditions  
Appendix C – Insurance Requirements – Public Works Contractors  
Appendix D – Standard Clauses for Essex County Contracts  
Contractor Progress Payment Waiver, Release and Discharge  
Appendix E – Essex County General Specifications for Procurement  
Contracts  
Occupational Safety and Health Administration (OSHA) – 10-hour  
Construction Safety and Health Course (S1537-A) and OSHA 10  
Compliance

**1.02 GENERAL CONDITIONS**

- A. AIA Document A201-2007, General Conditions of the Contract for Construction, is the General Conditions of the Contract.

**1.03 SUPPLEMENTARY CONDITIONS**

- A. See Section 00 70 20 – Supplementary Conditions for modifications to the General Conditions.

END OF SECTION 00 70 10

# DRAFT AIA® Document A201™ – 2007

## General Conditions of the Contract for Construction

for the following PROJECT:

(Name and location or address)

« [Public Safety Remote Communication System.-»](#)  
« [Electrical Contractor Services-](#) »

THE OWNER:

(Name, legal status and address)

« [Essex County, NY](#) »« »  
« [7533 Rt. 9 7551 Court Street](#)  
[Elizabethtown, NY 12932](#)»

THE [ARCHITECTENGINEER](#):

(Name, legal status and address)

« [Plumb Excel Group, Engineering, P.C.](#)  
[4 Wolfert Avenue](#)  
[Albany, NY 12204](#) »« »  
« »

### TABLE OF ARTICLES

- 1 GENERAL PROVISIONS
- 2 OWNER
- 3 CONTRACTOR
- 4 [ARCHITECTENGINEER](#)
- 5 SUBCONTRACTORS
- 6 CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS
- 7 CHANGES IN THE WORK
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- 9 PAYMENTS AND COMPLETION
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- 12 UNCOVERING AND CORRECTION OF WORK
- 13 MISCELLANEOUS PROVISIONS
- 14 TERMINATION OR SUSPENSION OF THE CONTRACT
- 15 CLAIMS AND DISPUTES

#### 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.

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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/Engineer](#). 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 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/Engineer](#) or the [Architect/Engineer](#)'s consultants, (2) between the Owner and a Subcontractor or a Sub-subcontractor, (3) between the Owner and the [Architect/Engineer](#) or the [Architect/Engineer](#)'s consultants or (4) between any persons or entities other than the Owner and the Contractor. The [Architect/Engineer](#) shall, however, be entitled to performance and enforcement of obligations under the Contract intended to facilitate performance of the [Architect/Engineer](#)'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/Engineer](#) and the [Architect/Engineer](#)'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 and certify termination of the Agreement under Section 14.2.2.

### § 1.2 CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS

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

§ 1.2.2 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 [ArchitectEngineers](#).

### § 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 [ArchitectEngineer](#) and the [ArchitectEngineer](#)'s consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and will retain all common law, statutory and other reserved rights, including copyrights. The Contractor, Subcontractors, Sub-subcontractors, and material or equipment 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 this Project is not to be construed as publication in derogation of the [ArchitectEngineer](#)'s or [ArchitectEngineer](#)'s consultants' reserved rights.

§ 1.5.2 The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are authorized to use and reproduce the Instruments of Service provided to them 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 material or equipment suppliers may not use the Instruments of Service on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner, [ArchitectEngineer](#) and the [ArchitectEngineer](#)'s consultants.

### § 1.6 TRANSMISSION OF DATA IN DIGITAL FORM

If the parties intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions, unless otherwise already provided in the Agreement or the Contract Documents.

## 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 [ArchitectEngineer](#) 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 INFORMATION AND SERVICES REQUIRED OF THE OWNER

§ 2.2.1 Prior to commencement of the Work, the Contractor may request in writing that the Owner provide reasonable evidence that the Owner has made financial arrangements to fulfill the Owner's obligations under the Contract. Thereafter, the Contractor may only request such evidence if (1) the Owner fails to make payments to the Contractor as the Contract Documents require; (2) a change in the Work materially changes the Contract Sum; or (3) the Contractor identifies in writing a reasonable concern regarding the Owner's ability to make payment when due.

The Owner shall furnish such evidence as a condition precedent to commencement or continuation of the Work or the portion of the Work affected by a material change. After the Owner furnishes the evidence, the Owner shall not materially vary such financial arrangements without prior notice to the Contractor.

§ 2.2.2 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.

§ 2.2.3 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.

§ 2.2.4 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.

§ 2.2.5 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.

### § 2.3 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.

### § 2.4 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 written 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 deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the reasonable cost of correcting such deficiencies, including Owner's expenses and compensation for the [ArchitectEngineer](#)'s additional services made necessary by such default, neglect or failure. Such action by the Owner and amounts charged to the Contractor are both subject to prior approval of the [ArchitectEngineer](#). If payments then or thereafter due the Contractor are not sufficient to cover such amounts, the Contractor shall pay the difference to the Owner.

## 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 obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the [ArchitectEngineer](#) in the [ArchitectEngineer](#)'s administration of the Contract, or by tests, inspections or approvals required or performed by persons or entities other than the Contractor.

## § 3.2 REVIEW OF CONTRACT DOCUMENTS AND FIELD CONDITIONS BY CONTRACTOR

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

§ 3.2.2 Because the Contract Documents are complementary, the Contractor shall, before starting each portion of the Work, carefully study and compare the various Contract Documents relative to that portion of the Work, as well as the information furnished by the Owner pursuant to Section 2.2.3, 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/Engineer](#) any errors, inconsistencies or omissions discovered by or made known to the Contractor as a request for information in such form as the [Architect/Engineer](#) 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/Engineer](#) any nonconformity discovered by or made known to the Contractor as a request for information in such form as the [Architect/Engineer](#) may require.

§ 3.2.4 If the Contractor believes that additional cost or time is involved because of clarifications or instructions the [Architect/Engineer](#) 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 make 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 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/Engineer](#) 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, unless the Contract Documents give other specific instructions concerning these matters. If the Contract Documents give specific instructions concerning construction means, methods, techniques, sequences or procedures, the Contractor shall evaluate the jobsite safety thereof and, except as stated below, shall be fully and 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 written notice to the Owner and [Architect/Engineer](#) and shall not proceed with that portion of the Work without further written instructions from the [Architect/Engineer](#). If the Contractor is then instructed to proceed with the required means, methods, techniques, sequences or procedures without acceptance of changes proposed by the Contractor, the Owner shall be solely responsible for any loss or damage arising solely from those Owner-required 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 authorized by the [ArchitectEngineer](#) in accordance with Sections 3.12.8 or 7.4, the Contractor may make substitutions only with the consent of the Owner, after evaluation by the [ArchitectEngineer](#) and in accordance with a Change Order or Construction Change Directive.

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

### § 3.5 WARRANTY

The Contractor warrants to the Owner and [ArchitectEngineer](#) 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 [ArchitectEngineer](#), the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

### § 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 [ArchitectEngineer](#) before conditions are disturbed and in no event later than 21 days after first observance of the conditions. The [ArchitectEngineer](#) will promptly investigate such conditions and, if the [ArchitectEngineer](#) 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 an equitable adjustment in the Contract Sum or Contract Time, or both. If the [ArchitectEngineer](#) 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 [ArchitectEngineer](#) shall promptly notify the Owner and Contractor in writing, stating the reasons. If either party disputes the [ArchitectEngineer](#)'s determination or recommendation, that party may proceed 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 [ArchitectEngineer](#). Upon receipt of



such notice, the Owner shall promptly take any action necessary to obtain governmental authorization required to resume the operations. The Contractor shall continue to suspend such operations until otherwise instructed by the Owner but shall continue with all other operations that do not affect those remains or features. Requests for adjustments in the Contract Sum and Contract Time arising from the existence of such remains or features may be made as provided in Article 15.

### § 3.8 ALLOWANCES

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

§ 3.8.2 Unless otherwise provided in the Contract Documents,

- .1 Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts;
- .2 Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum but not in the allowances; and
- .3 Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order. The amount of the Change Order shall reflect (1) the difference between actual costs and the allowances under Section 3.8.2.1 and (2) changes in Contractor's costs under Section 3.8.2.2.

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

### § 3.9 SUPERINTENDENT

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

§ 3.9.2 The Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the [ArchitectEngineer](#) the name and qualifications of a proposed superintendent. The [ArchitectEngineer](#) may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the [ArchitectEngineer](#) has reasonable objection to the proposed superintendent or (2) that the [ArchitectEngineer](#) requires additional time to review. Failure of the [ArchitectEngineer](#) to reply 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 [ArchitectEngineer](#) 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 SCHEDULES

§ 3.10.1 The Contractor, promptly after being awarded the Contract, shall prepare and submit for the Owner's and [ArchitectEngineer](#)'s information a Contractor's construction schedule for the Work. The schedule shall not exceed time limits current under the Contract Documents, shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project to the extent required by the Contract Documents, and shall provide for expeditious and practicable execution of the Work.

§ 3.10.2 The Contractor shall prepare a submittal schedule, promptly after being awarded the Contract and thereafter as necessary to maintain a current submittal schedule, and shall submit the schedule(s) for the [ArchitectEngineer](#)'s approval. The [ArchitectEngineer](#)'s approval shall not unreasonably be delayed or withheld. The submittal schedule shall (1) be coordinated with the Contractor's construction schedule, and (2) allow the [ArchitectEngineer](#) reasonable time to review submittals. If the Contractor fails to submit a 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 [ArchitectEngineer](#).

### § 3.11 DOCUMENTS AND SAMPLES AT THE SITE

The Contractor shall maintain at the site for the Owner one copy of the Drawings, Specifications, Addenda, Change Orders and other Modifications, in good order and marked currently to indicate field changes and selections made during construction, and one copy of approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the [Architect/Engineer](#) and shall be delivered to the [Architect/Engineer](#) 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 the way by which 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/Engineer](#) is subject to the limitations of Section 4.2.7. Informational submittals upon which the [Architect/Engineer](#) 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/Engineer](#) without action.

§ 3.12.5 The Contractor shall review for compliance with the Contract Documents, approve and submit to the [Architect/Engineer](#) Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents in accordance with the submittal schedule approved by the [Architect/Engineer](#) 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/Engineer](#) 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/Engineer](#).

§ 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 requirements of the Contract Documents by the [Architect/Engineer](#)'s approval of Shop Drawings, Product Data, Samples or similar submittals unless the Contractor has specifically informed the [Architect/Engineer](#) in writing of such deviation at the time of submittal and (1) the [Architect/Engineer](#) 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/Engineer](#)'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/Engineer](#) on previous submittals. In the absence of such written notice, the [Architect/Engineer](#)'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 [Architect/Engineer](#)ure 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. 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/Engineer](#) will specify all performance and design criteria that such services must satisfy. The Contractor shall cause such services or certifications to be provided by a properly 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/Engineer](#). The Owner and the [Architect/Engineer](#) shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals, provided the Owner and [Architect/Engineer](#) have specified to the Contractor all performance and design criteria that such services must satisfy. Pursuant to this Section 3.12.10, the [Architect/Engineer](#) will review, 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. The Contractor shall not be responsible for the adequacy of the performance and design criteria specified in the Contract Documents.

### § 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, and 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 and patching shall be restored to the condition existing prior to the cutting, fitting and 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 such construction by the Owner or a separate contractor except with written consent of the Owner and of such separate contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate contractor the Contractor's 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 or 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 Owner shall be entitled to reimbursement from the Contractor.

### § 3.16 ACCESS TO WORK

The Contractor shall provide the Owner and [Architect/Engineer](#) 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/Engineer](#) harmless from loss on account thereof, but shall not be responsible for such 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/Engineer](#). However, if the Contractor has reason to believe that the required design, process or product is an infringement of a



copyright or a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the [ArchitectEngineer](#).

### § 3.18 INDEMNIFICATION

§ 3.18.1 To the fullest extent permitted by law the Contractor shall indemnify and hold harmless the Owner, [ArchitectEngineer](#), [ArchitectEngineer](#)'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 [ARCHITECTENGINEER](#)

### § 4.1 GENERAL

§ 4.1.1 The Owner shall retain an [architectEngineer](#) lawfully licensed to practice [architectEngineer](#)ure or an entity lawfully practicing [architectEngineer](#)ure in the jurisdiction where the Project is located. That person or entity is identified as the [ArchitectEngineer](#) in the Agreement and is referred to throughout the Contract Documents as if singular in number.

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

§ 4.1.3 If the employment of the [ArchitectEngineer](#) is terminated, the Owner shall employ a successor [architectEngineer](#) as to whom the Contractor has no reasonable objection and whose status under the Contract Documents shall be that of the [ArchitectEngineer](#).

### § 4.2 ADMINISTRATION OF THE CONTRACT

§ 4.2.1 The [ArchitectEngineer](#) 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 [ArchitectEngineer](#) issues the final Certificate for Payment. The [ArchitectEngineer](#) will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents.

§ 4.2.2 The [ArchitectEngineer](#) 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 [ArchitectEngineer](#) will not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. The [ArchitectEngineer](#) 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, except as provided in Section 3.3.1.

§ 4.2.3 On the basis of the site visits, the [ArchitectEngineer](#) will keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule submitted by the Contractor, and (2) defects and deficiencies observed in the Work. The [ArchitectEngineer](#) will not be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The [ArchitectEngineer](#) 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 FACILITATING CONTRACT ADMINISTRATION

Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate with each other through the [Architect/Engineer](#) about matters arising out of or relating to the Contract. Communications by and with the [Architect/Engineer](#)'s consultants shall be through the [Architect/Engineer](#). Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

§ 4.2.5 Based on the [Architect/Engineer](#)'s evaluations of the Contractor's Applications for Payment, the [Architect/Engineer](#) will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

§ 4.2.6 The [Architect/Engineer](#) has authority to reject Work that does not conform to the Contract Documents. Whenever the [Architect/Engineer](#) considers it necessary or advisable, the [Architect/Engineer](#) will have authority to require inspection or testing of the Work in accordance with Sections 13.5.2 and 13.5.3, whether or not such Work is fabricated, installed or completed. However, neither this authority of the [Architect/Engineer](#) 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/Engineer](#) to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons or entities performing portions of the Work.

§ 4.2.7 The [Architect/Engineer](#) 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/Engineer](#)'s action will be taken in accordance with the submittal schedule approved by the [Architect/Engineer](#) or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the [Architect/Engineer](#)'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/Engineer](#)'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/Engineer](#)'s review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the [Architect/Engineer](#), of any construction means, methods, techniques, sequences or procedures. The [Architect/Engineer](#)'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/Engineer](#) will prepare Change Orders and Construction Change Directives, and may authorize minor changes in the Work as provided in Section 7.4. The [Architect/Engineer](#) will investigate and make determinations and recommendations regarding concealed and unknown conditions as provided in Section 3.7.4.

§ 4.2.9 The [Architect/Engineer](#) 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/Engineer](#) agree, the [Architect/Engineer](#) will provide one or more project representatives to assist in carrying out the [Architect/Engineer](#)'s responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

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

## ARTICLE 5 SUBCONTRACTORS

### § 5.1 DEFINITIONS

§ 5.1.1 A Subcontractor is a person or entity who has a direct contract with the Contractor to perform a portion of the Work at the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor. The term "Subcontractor" does not include a separate contractor or 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 or the bidding requirements, the Contractor, as soon as practicable after award of the Contract, shall furnish in writing to the Owner through the [ArchitectEngineer](#) the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The [ArchitectEngineer](#) may reply within 14 days to the Contractor in writing stating (1) whether the Owner or the [ArchitectEngineer](#) has reasonable objection to any such proposed person or entity or (2) that the [ArchitectEngineer](#) requires additional time for review. Failure of the Owner or [ArchitectEngineer](#) to reply 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 [ArchitectEngineer](#) 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 [ArchitectEngineer](#) has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or [ArchitectEngineer](#) 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 previously selected if the Owner or [ArchitectEngineer](#) makes reasonable objection to such substitution.

### § 5.3 SUBCONTRACTUAL RELATIONS

By appropriate agreement, written where legally required for validity, 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, which the Contractor, by these Documents, assumes toward the Owner and [ArchitectEngineer](#). Each subcontract agreement shall preserve and protect the rights of the Owner and [ArchitectEngineer](#) 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 in writing; and
- .2 assignment is subject to the prior rights of the surety, if any, obligated under bond relating to the Contract.

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

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

§ 5.4.3 Upon such 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 Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided in Article 15.

§ 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 other separate contractors and the Owner in reviewing their construction schedules. The Contractor shall make any revisions to the construction schedule deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

§ 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, the Owner shall be deemed to be subject to the same obligations and to have the same rights that apply to the Contractor 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 report to the [Architect/Engineer](#) apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor so to report shall constitute an acknowledgment that the Owner's or separate contractor's completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

§ 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 the Contractor wrongfully causes to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section 10.2.5.

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

## § 6.3 OWNER'S RIGHT TO CLEAN UP

If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish, the Owner may clean up and the [Architect/Engineer](#) 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/Engineer](#); a Construction Change Directive requires agreement by the Owner and [Architect/Engineer](#) 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/Engineer](#) alone.

§ 7.1.3 Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, 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/Engineer](#) and signed by the Owner, Contractor and [Architect/Engineer](#) 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/Engineer](#) and signed by the Owner and [Architect/Engineer](#), 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 7.3.7.

§ 7.3.4 If unit prices are stated in the Contract Documents or subsequently agreed upon, and if quantities originally contemplated are materially changed in a proposed Change Order or Construction Change Directive so that application of such unit prices to quantities of Work proposed will cause substantial inequity to the Owner or Contractor, the applicable unit prices shall be equitably adjusted.

§ 7.3.5 Upon receipt of a Construction Change Directive, the Contractor shall promptly proceed with the change in the Work involved and advise the [Architect/Engineer](#) 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.

§ 7.3.6 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.

§ 7.3.7 If the Contractor does not respond promptly or disagrees with the method for adjustment in the Contract Sum, the [Architect/Engineer](#) shall determine the method and 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/Engineer](#) may prescribe, an itemized accounting together with appropriate supporting data. Unless otherwise provided in the Contract Documents, costs for the purposes of this Section 7.3.7 shall be limited to the following:

- .1 Costs of labor, including social security, old age and unemployment insurance, fringe benefits required by agreement or custom, and workers' compensation insurance;
- .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 related to the Work; and
- .5 Additional costs of supervision and field office personnel directly attributable to the change.

§ 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/Engineer](#). 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/Engineer](#) will make an interim determination for purposes of monthly certification for payment for those costs and certify for payment the amount that the [Architect/Engineer](#) determines, in the [Architect/Engineer](#)'s professional judgment, to be reasonably justified. The [Architect/Engineer](#)'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/Engineer](#) 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/Engineer](#) 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/Engineer](#) has authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes will be effected by written order signed by the [Architect/Engineer](#) and shall be binding on the Owner and Contractor.

### 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/Engineer](#) in accordance with Section 9.8.

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

#### § 8.2 PROGRESS AND COMPLETION

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

§ 8.2.2 The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the effective date of insurance required by Article 11 to be furnished by the Contractor and Owner. The date of commencement of the Work shall not be changed by the effective date of such insurance.

§ 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 an act or neglect of the Owner or [Architect/Engineer](#), or of an employee of either, or of a separate contractor employed by the Owner; or by changes ordered in the Work; or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor’s control; or by delay authorized by the Owner pending mediation and arbitration; or by other causes that the [Architect/Engineer](#) determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the [Architect/Engineer](#) 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

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.

#### § 9.2 SCHEDULE OF VALUES

Where the Contract is based on a stipulated sum or Guaranteed Maximum Price, the Contractor shall submit to the [Architect/Engineer](#), before the first Application for Payment, a schedule of values allocating the entire Contract Sum

to the various portions of the Work and prepared in such form and supported by such data to substantiate its accuracy as the [ArchitectEngineer](#) may require. This schedule, unless objected to by the [ArchitectEngineer](#), shall be used as a basis for reviewing the Contractor's 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 [ArchitectEngineer](#) 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. Such application shall be notarized, if required, and supported by such data substantiating the Contractor's right to payment as the Owner or [ArchitectEngineer](#) may require, such as copies of requisitions from Subcontractors and material 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 [ArchitectEngineer](#), but not yet included in Change Orders.

§ 9.3.1.2 Applications for Payment shall not include requests for payment for portions of the Work for which the Contractor does not intend to pay a Subcontractor or material 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, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

### § 9.4 CERTIFICATES FOR PAYMENT

§ 9.4.1 The [ArchitectEngineer](#) will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the [ArchitectEngineer](#) determines is properly due, or notify the Contractor and Owner in writing of the [ArchitectEngineer](#)'s reasons for withholding certification in whole or in part as provided in Section 9.5.1.

§ 9.4.2 The issuance of a Certificate for Payment will constitute a representation by the [ArchitectEngineer](#) to the Owner, based on the [ArchitectEngineer](#)'s evaluation of the Work and the data comprising the Application for Payment, that, to the best of the [ArchitectEngineer](#)'s knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. 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 [ArchitectEngineer](#). The issuance of a Certificate for Payment will further constitute a representation that the Contractor is entitled to payment in the amount certified. However, the issuance of a Certificate for Payment will not be a representation that the [ArchitectEngineer](#) 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 material 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/Engineer](#) may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the [Architect/Engineer](#)'s opinion the representations to the Owner required by Section 9.4.2 cannot be made. If the [Architect/Engineer](#) is unable to certify payment in the amount of the Application, the [Architect/Engineer](#) will notify the Contractor and Owner as provided in Section 9.4.1. If the Contractor and [Architect/Engineer](#) cannot agree on a revised amount, the [Architect/Engineer](#) will promptly issue a Certificate for Payment for the amount for which the [Architect/Engineer](#) is able to make such representations to the Owner. The [Architect/Engineer](#) 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/Engineer](#)'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 for labor, materials or equipment;
- .4 reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
- .5 damage to the Owner or a separate contractor;
- .6 reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
- .7 repeated failure to carry out the Work in accordance with the Contract Documents.

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

§ 9.5.3 If the [Architect/Engineer](#) 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 material or equipment suppliers 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/Engineer](#) and the [Architect/Engineer](#) will reflect such payment on the next Certificate for Payment.

## § 9.6 PROGRESS PAYMENTS

§ 9.6.1 After the [Architect/Engineer](#) 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/Engineer](#).

§ 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/Engineer](#) 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/Engineer](#) 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 material and equipment 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 to ascertain whether they have been properly paid. Neither the Owner nor [Architect/Engineer](#) shall have an obligation to pay or to see to the payment of money to a Subcontractor, except as may otherwise be required by law.

§ 9.6.5 Contractor payments to material and equipment 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 and 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, shall create any fiduciary liability or tort liability on the part of the Contractor for breach of trust or shall entitle any person or entity to an award of punitive damages against the Contractor for breach of the requirements of this provision.

#### § 9.7 FAILURE OF PAYMENT

If the [Architect/Engineer](#) 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/Engineer](#) or awarded by binding dispute resolution, then the Contractor may, upon seven additional days' written notice to the Owner and [Architect/Engineer](#), 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 shut-down, 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/Engineer](#) 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/Engineer](#) will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the [Architect/Engineer](#)'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/Engineer](#). In such case, the Contractor shall then submit a request for another inspection by the [Architect/Engineer](#) to determine Substantial Completion.

§ 9.8.4 When the Work or designated portion thereof is substantially complete, the [Architect/Engineer](#) will prepare a Certificate of Substantial Completion that shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall 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 such Certificate. Upon such acceptance and consent of surety, if any, the Owner shall make payment of retainage applying to such 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 as required under Section 11.3.1.5 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/Engineer](#) 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/Engineer](#).

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

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

#### § 9.10 FINAL COMPLETION AND FINAL PAYMENT

§ 9.10.1 Upon receipt of the Contractor's written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the [Architect/Engineer](#) will promptly make such inspection and, when the [Architect/Engineer](#) finds the Work acceptable under the Contract Documents and the Contract fully performed, the [Architect/Engineer](#) will promptly issue a final Certificate for Payment stating that to the best of the [Architect/Engineer](#)'s knowledge, information and belief, and on the basis of the [Architect/Engineer](#)'s on-site visits and inspections, the Work has been completed in accordance with terms and conditions of 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/Engineer](#)'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/Engineer](#) (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 and will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner, (3) a written statement that the Contractor knows of no substantial 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 and (5), if required by the Owner, other data establishing payment or satisfaction of obligations, such as receipts, 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. If such lien 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 such lien, 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/Engineer](#) so confirms, the Owner shall, upon application by the Contractor and certification by the [Architect/Engineer](#), and without terminating the Contract, make payment of the balance due for that portion of the Work fully completed and accepted. If the remaining balance 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 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/Engineer](#) 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; or
3. terms of special warranties required by the Contract Documents.

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

## ARTICLE 10 PROTECTION OF PERSONS AND PROPERTY

### § 10.1 SAFETY PRECAUTIONS AND PROGRAMS

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

### § 10.2 SAFETY OF PERSONS AND PROPERTY

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

- .1 employees on the Work and other persons who may be affected thereby;
- .2 the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; 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 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 owners and users of adjacent sites and utilities.

§ 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, except damage or loss attributable to acts or omissions of the Owner or [Architect/Engineer](#) or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under 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/Engineer](#).

§ 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, written notice of such 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

§ 10.3.1 The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials. 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 report the condition to the Owner and [Architect/Engineer](#) in writing.

§ 10.3.2 Upon receipt of the Contractor's written 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/Engineer](#) the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of such material or substance or who are to perform the task of removal or safe containment of such material or substance. The Contractor and the [Architect/Engineer](#) will promptly reply to the Owner in writing stating whether or not either has a reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or [Architect/Engineer](#) has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the [Architect/Engineer](#) 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 in the amount of the Contractor's reasonable additional costs of shut-down, 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/Engineer](#), [Architect/Engineer](#)'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 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 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 indemnify the Owner for the cost and expense the Owner incurs (1) for remediation of a material or substance 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 indemnify 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 LIABILITY INSURANCE

§ 11.1.1 The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations and completed operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

- .1 Claims under workers' compensation, disability benefit and other similar employee benefit acts that are applicable to the Work to be performed;

- .2 Claims for damages because of bodily injury, occupational sickness or disease, or death of the Contractor's employees;
- .3 Claims for damages because of bodily injury, sickness or disease, or death of any person other than the Contractor's employees;
- .4 Claims for damages insured by usual personal injury liability coverage;
- .5 Claims for damages, other than to the Work itself, because of injury to or destruction of tangible property, including loss of use resulting therefrom;
- .6 Claims for damages because of bodily injury, death of a person or property damage arising out of ownership, maintenance or use of a motor vehicle;
- .7 Claims for bodily injury or property damage arising out of completed operations; and
- .8 Claims involving contractual liability insurance applicable to the Contractor's obligations under Section 3.18.

§ 11.1.2 The insurance required by Section 11.1.1 shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverages, whether written on an occurrence or claims-made basis, shall be maintained without interruption from the date of commencement of the Work until the date of final payment and termination of any coverage required to be maintained after final payment, and, with respect to the Contractor's completed operations coverage, until the expiration of the period for correction of Work or for such other period for maintenance of completed operations coverage as specified in the Contract Documents.

§ 11.1.3 Certificates of insurance acceptable to the Owner shall be filed with the Owner prior to commencement of the Work and thereafter upon renewal or replacement of each required policy of insurance. These certificates and the insurance policies required by this Section 11.1 shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner. An additional certificate evidencing continuation of liability coverage, including coverage for completed operations, shall be submitted with the final Application for Payment as required by Section 9.10.2 and thereafter upon renewal or replacement of such coverage until the expiration of the time required by Section 11.1.2. Information concerning reduction of coverage on account of revised limits or claims paid under the General Aggregate, or both, shall be furnished by the Contractor with reasonable promptness.

§ 11.1.4 The Contractor shall cause the commercial liability coverage required by the Contract Documents to include (1) the Owner, the [Architect/Engineer](#) and the [Architect/Engineer](#)'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 during the Contractor's completed operations.

## § 11.2 OWNER'S LIABILITY INSURANCE

The Owner shall be responsible for purchasing and maintaining the Owner's usual liability insurance.

## § 11.3 PROPERTY INSURANCE

§ 11.3.1 Unless otherwise provided, the Owner shall purchase and maintain, in a company or companies lawfully authorized to do business in the jurisdiction in which the Project is located, property insurance written on a builder's risk "all-risk" or equivalent policy form in the amount of the initial Contract Sum, plus value of subsequent Contract Modifications and cost of materials supplied or installed by others, comprising total value for the entire Project at the site on a replacement cost basis without optional deductibles. Such property insurance shall be maintained, unless otherwise provided in the Contract Documents or otherwise agreed in writing by all persons and entities who are beneficiaries of such insurance, until final payment has been made as provided in Section 9.10 or until no person or entity other than the Owner has an insurable interest in the property required by this Section 11.3 to be covered, whichever is later. This insurance shall include interests of the Owner, the Contractor, Subcontractors and Sub-subcontractors in the Project.

§ 11.3.1.1 Property insurance shall be on an "all-risk" or equivalent policy form and shall include, without limitation, insurance against the perils of fire (with extended coverage) and physical loss or damage including, without duplication of coverage, theft, vandalism, malicious mischief, collapse, earthquake, flood, windstorm, falsework, testing and startup, temporary buildings and debris removal including demolition occasioned by enforcement of any

applicable legal requirements, and shall cover reasonable compensation for [ArchitectEngineer](#)'s and Contractor's services and expenses required as a result of such insured loss.

§ 11.3.1.2 If the Owner does not intend to purchase such property insurance required by the Contract and with all of the coverages in the amount described above, the Owner shall so inform the Contractor in writing prior to commencement of the Work. The Contractor may then effect insurance that will protect the interests of the Contractor, Subcontractors and Sub-subcontractors in the Work, and by appropriate Change Order the cost thereof shall be charged to the Owner. If the Contractor is damaged by the failure or neglect of the Owner to purchase or maintain insurance as described above, without so notifying the Contractor in writing, then the Owner shall bear all reasonable costs properly attributable thereto.

§ 11.3.1.3 If the property insurance requires deductibles, the Owner shall pay costs not covered because of such deductibles.

§ 11.3.1.4 This property insurance shall cover portions of the Work stored off the site, and also portions of the Work in transit.

§ 11.3.1.5 Partial occupancy or use in accordance with Section 9.9 shall not commence until the insurance company or companies providing property insurance have consented to such partial occupancy or use by endorsement or otherwise. The Owner and the Contractor shall take reasonable steps to obtain consent of the insurance company or companies and shall, without mutual written consent, take no action with respect to partial occupancy or use that would cause cancellation, lapse or reduction of insurance.

#### § 11.3.2 BOILER AND MACHINERY INSURANCE

The Owner shall purchase and maintain boiler and machinery insurance required by the Contract Documents or by law, which shall specifically cover such insured objects during installation and until final acceptance by the Owner; this insurance shall include interests of the Owner, Contractor, Subcontractors and Sub-subcontractors in the Work, and the Owner and Contractor shall be named insureds.

#### § 11.3.3 LOSS OF USE INSURANCE

The Owner, at the Owner's option, may purchase and maintain such insurance as will insure the Owner against loss of use of the Owner's property due to fire or other hazards, however caused. The Owner waives all rights of action against the Contractor for loss of use of the Owner's property, including consequential losses due to fire or other hazards however caused.

§ 11.3.4 If the Contractor requests in writing that insurance for risks other than those described herein or other special causes of loss be included in the property insurance policy, the Owner shall, if possible, include such insurance, and the cost thereof shall be charged to the Contractor by appropriate Change Order.

§ 11.3.5 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, the Owner shall waive all rights in accordance with the terms of Section 11.3.7 for damages caused by fire or other causes of loss covered by this separate property insurance. All separate policies shall provide this waiver of subrogation by endorsement or otherwise.

§ 11.3.6 Before an exposure to loss may occur, the Owner shall file with the Contractor a copy of each policy that includes insurance coverages required by this Section 11.3. Each policy shall contain all generally applicable conditions, definitions, exclusions and endorsements related to this Project. Each policy shall contain a provision that the policy will not be canceled or allowed to expire, and that its limits will not be reduced, until at least 30 days' prior written notice has been given to the Contractor.

#### § 11.3.7 WAIVERS OF SUBROGATION

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, and (2) the [ArchitectEngineer](#), [ArchitectEngineer](#)'s consultants, separate contractors described in Article 6, 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 covered by property insurance

obtained pursuant to this Section 11.3 or other property insurance applicable to the Work, except such rights as they have to proceeds of such insurance held by the Owner as fiduciary. The Owner or Contractor, as appropriate, shall require of the [Architect/Engineer](#), [Architect/Engineer](#)'s consultants, separate contractors described in Article 6, if any, and the subcontractors, sub-subcontractors, agents and employees of any of them, by appropriate agreements, written where legally required for validity, similar waivers each in favor of other parties enumerated herein. The policies shall provide such waivers of subrogation by endorsement or otherwise. A waiver of subrogation shall be effective as to a person or entity even though that person or entity would otherwise have a duty of indemnification, contractual or otherwise, did not pay the insurance premium directly or indirectly, and whether or not the person or entity had an insurable interest in the property damaged.

§ 11.3.8 A loss insured under the Owner's property insurance 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 11.3.10. The Contractor shall pay Subcontractors their just shares of insurance proceeds received by the Contractor, and by appropriate agreements, written where legally required for validity, shall require Subcontractors to make payments to their Sub-subcontractors in similar manner.

§ 11.3.9 If required in writing by a party in interest, the Owner as fiduciary shall, upon occurrence of an insured loss, give bond for proper performance of the Owner's duties. The cost of required bonds shall be charged against proceeds received as fiduciary. The Owner shall deposit in a separate account proceeds so received, which the Owner shall distribute in accordance with such agreement as the parties in interest may reach, or as determined in accordance with the method of binding dispute resolution selected in the Agreement between the Owner and Contractor. If after such loss no other special agreement is made and unless the Owner terminates the Contract for convenience, replacement of damaged property shall be performed by the Contractor after notification of a Change in the Work in accordance with Article 7.

§ 11.3.10 The Owner as fiduciary shall have power to adjust and settle a loss with insurers unless one of the parties in interest shall object in writing within five days after occurrence of loss to the Owner's exercise of this power; if such objection is made, the dispute shall be resolved in the manner selected by the Owner and Contractor as the method of binding dispute resolution in the Agreement. If the Owner and Contractor have selected arbitration as the method of binding dispute resolution, the Owner as fiduciary shall make settlement with insurers or, in the case of a dispute over distribution of insurance proceeds, in accordance with the directions of the arbitrators.

#### § 11.4 PERFORMANCE BOND AND PAYMENT BOND

§ 11.4.1 The Owner shall have the right to require the Contractor to furnish bonds covering faithful performance of the Contract and payment of obligations arising thereunder as stipulated in bidding requirements or specifically required in the Contract Documents on the date of execution of the Contract.

§ 11.4.2 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.

### 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/Engineer](#)'s request or to requirements specifically expressed in the Contract Documents, it must, if requested in writing by the [Architect/Engineer](#), be uncovered for the [Architect/Engineer](#)'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/Engineer](#) has not specifically requested to examine prior to its being covered, the [Architect/Engineer](#) may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be at the Owner's expense. If such Work is not in accordance with the Contract Documents, such costs and the cost of correction shall be at the Contractor's expense unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.



## § 12.2 CORRECTION OF WORK

### § 12.2.1 BEFORE OR AFTER SUBSTANTIAL COMPLETION

The Contractor shall promptly correct Work rejected by the Architect/Engineer or failing to conform to the requirements of the Contract Documents, whether discovered before or after 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/Engineer'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 an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. 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/Engineer, the Owner may correct it in accordance with Section 2.4.

§ 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, whether completed or partially completed, of the Owner or separate contractors 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 except that, 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 such 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 such assignment.

### § 13.3 WRITTEN NOTICE

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice.

### § 13.4 RIGHTS AND REMEDIES

§ 13.4.1 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.

§ 13.4.2 No action or failure to act by the Owner, [ArchitectEngineer](#) 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 there under, except as may be specifically agreed in writing.

### § 13.5 TESTS AND INSPECTIONS

§ 13.5.1 Tests, inspections and approvals of portions of the Work shall be made as required by the Contract Documents and by applicable laws, statutes, ordinances, codes, rules and regulations or lawful orders of public authorities. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with an independent testing laboratory or entity acceptable to the Owner, or with the appropriate public authority, and shall bear all related costs of tests, inspections and approvals. The Contractor shall give the [ArchitectEngineer](#) timely notice of when and where tests and inspections are to be made so that the [ArchitectEngineer](#) may be present for such procedures. The Owner shall bear costs of (1) tests, inspections or approvals that do not become requirements until after bids are received or negotiations concluded, and (2) tests, inspections or approvals where building codes or applicable laws or regulations prohibit the Owner from delegating their cost to the Contractor.

§ 13.5.2 If the [ArchitectEngineer](#), Owner or public authorities having jurisdiction determine that portions of the Work require additional testing, inspection or approval not included under Section 13.5.1, the [ArchitectEngineer](#) 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 [ArchitectEngineer](#) of when and where tests and inspections are to be made so that the [ArchitectEngineer](#) may be present for such procedures. Such costs, except as provided in Section 13.5.3, shall be at the Owner's expense.

§ 13.5.3 If such procedures for testing, inspection or approval under Sections 13.5.1 and 13.5.2 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 [ArchitectEngineer](#)'s services and expenses shall be at the Contractor's expense.

§ 13.5.4 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 [ArchitectEngineer](#).

§ 13.5.5 If the [ArchitectEngineer](#) is to observe tests, inspections or approvals required by the Contract Documents, the [ArchitectEngineer](#) will do so promptly and, where practicable, at the normal place of testing.

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

### § 13.6 INTEREST

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

### § 13.7 TIME LIMITS ON CLAIMS

The Owner and Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise, against the other arising out of or related to the Contract in accordance with the requirements of the final dispute resolution method selected in the Agreement within the time 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 13.7.

## 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 or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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/Engineer](#) 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 promptly, upon the Contractor's request, reasonable evidence as required by Section 2.2.1.

§ 14.1.2 The Contractor may terminate the Contract if, through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons or entities performing portions of the Work under direct or indirect contract with the Contractor, 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' written notice to the Owner and [Architect/Engineer](#), terminate the Contract and recover from the Owner payment for Work executed, including reasonable overhead and profit, costs incurred by reason of such termination, and damages.

§ 14.1.4 If the Work is stopped for a period of 60 consecutive days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor 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' written notice to the Owner and the [Architect/Engineer](#), 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 for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
- .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 above reasons exist, the Owner, upon certification by the Initial Decision Maker that sufficient cause exists to justify such action, 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' written 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~~Engineer'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 as described in 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 written notice from the Owner of such termination for the Owner's convenience, the Contractor shall

- .1 cease operations as directed by the Owner in the notice;
- .2 take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
- .3 except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing subcontracts and purchase orders and enter into no further subcontracts and purchase orders.

§ 14.4.3 In case of such termination for the Owner's convenience, the Contractor shall be entitled to receive payment for Work executed, and costs incurred by reason of such termination, along with reasonable overhead and profit on the Work not executed.

### 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, 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.

### § 15.1.2 NOTICE OF CLAIMS

Claims by either the Owner or Contractor must be initiated by written notice to the other party and to the Initial Decision Maker with a copy sent to the [ArchitectEngineer](#), if the [ArchitectEngineer](#) is not serving as the Initial Decision Maker. Claims by either party must 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 CONTINUING CONTRACT PERFORMANCE

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. The [ArchitectEngineer](#) will prepare Change Orders and issue Certificates for Payment in accordance with the decisions of the Initial Decision Maker.

### § 15.1.4 CLAIMS FOR ADDITIONAL COST

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

### § 15.1.5 CLAIMS FOR ADDITIONAL TIME

§ 15.1.5.1 If the Contractor wishes to make a Claim for an increase in the Contract Time, written notice as provided herein 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.

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

### § 15.1.6 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 15.1.6 shall be deemed to preclude an award of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

### § 15.2 INITIAL DECISION

§ 15.2.1 Claims, excluding those arising under Sections 10.3, 10.4, 11.3.9, and 11.3.10, shall be referred to the Initial Decision Maker for initial decision. The [ArchitectEngineer](#) 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 arising prior to the date final payment is due, unless 30 days have passed after the Claim has been referred to the Initial Decision Maker with no 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 such 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~~Engineer, if the ~~Architect~~Engineer 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 an initial decision, demand in writing that the other party file for mediation within 60 days of the initial decision. If such a demand is made and the party receiving the demand fails to file for mediation within the time required, then both parties waive their rights to mediate or pursue binding dispute resolution proceedings with respect to the initial decision.

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

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

### § 15.3 MEDIATION

§ 15.3.1 Claims, disputes, or other matters in controversy arising out of or related to the Contract except those waived as provided for in Sections 9.10.4, 9.10.5, and 15.1.6 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 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. A demand for arbitration shall be made in writing, delivered to the other party to the Contract, and filed with the person or entity administering the arbitration. The party filing a notice of demand for arbitration must assert in the demand all Claims then known to that party on which arbitration is permitted to be demanded.

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

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

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

#### § 15.4.4 CONSOLIDATION OR JOINDER

§ 15.4.4.1 Either party, at its sole discretion, 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 Either party, at its sole discretion, 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 the Owner and Contractor under this Agreement.

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## **SECTION 00 70 20 SUPPLEMENTARY CONDITIONS**

### **PART 1 – GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. 00 50 10 AIA A101-2007 Agreement
- B. 00 70 10 AIA A201-2007 – General Conditions
- C. 00 70 20 Appendices:  
Appendix C – Insurance Requirements – Public Works Contractors  
Appendix D – Standard Clauses for Essex County Contracts  
Contractor Progress Payment Waiver, Release and Discharge  
Appendix E – Essex County General Specifications for Procurement Contracts  
Occupational Safety and Health Administration (OSHA) – 10-hour  
Construction Safety and Health Course (S1537-A) and OSHA 10  
Compliance

#### **1.02 SUMMARY**

- A. These Supplementary Conditions modify the AIA Document A201-2007, General Conditions of the Contract for Construction and other provisions of the Contract Documents as indicated below and presented according to the AIA Document Article Numbers. All provisions which are modified remain in full force and effect.
- B. The terms used in these Supplementary Conditions, which are defined in the AIA Document A201-2007, General Conditions of the Contract for Construction, have the meanings assigned to them in the General Conditions.

### **PART 2 – SUPPLEMENTARY CONDITIONS**

- A. ARTICLE 1.1 – BASIC DEFINITIONS (add the following subparagraphs):
  - 1.1.8 Products: Means new material, machinery, components, equipment, fixtures, and systems forming the work, but does not include machinery and equipment used for preparation, fabrication, conveying and erection of the work. Products may also include existing materials or components required for reuse.
  - 1.1.9 Furnish: To supply and deliver, unload, inspect for damage, and inventory.
  - 1.1.10 Install: To unpack, assemble, erect, apply, place, finish, cure, protect, clean, test/validate, and make ready for use.
  - 1.1.11 Provide: Furnish and install



B. ARTICLE 2 – CORRELATION AND INTENT OF THE CONTRACT DOCUMENTS  
(add the following subparagraph):

1.2.4: General Requirements govern the execution of the work of all sections of the specifications.

C. ARTICLE 3.6 – TAXES  
(add the following subparagraphs):

3.6.2: The Owner is exempt from payment of sales and compensating use of the State of New York and of cities, counties and other subdivisions of the State, of materials sold to it pursuant to the provisions of the Contract. Those taxes are not to be included in bids.

3.6.3: Contractor's purchases of tangible personal property which does not become an integral part of the exempt organization's real property, and are consumed by the Contractor as well as purchases of taxable services are subject to tax.

D. ARTICLE 7.3 – CONSTRUCTION CHANGE DIRECTIVES  
(add the following subparagraph):

7.1.4: The Agreement identifies the overhead and profit fees applicable to Changes in the Work, whether additions to or deductions from the Work on which the Contract Sum is based and identifies the fees for subcontract work for changes (both additions and deductions) in the Work. The Contractor shall apply fees as noted, to the Subcontractor's gross (net plus fee) costs on additional work.

E. ARTICLE 8 – TIME  
(add the following subparagraph):

8.1.5: Contract Time is identified in Section 00 10 10 – Estimated Project Schedule and Section 00 40 10 – Bid Form Stipulated Sum.

F. ARTICLE 9 – PAYMENTS AND COMPLETION  
(add the following subparagraphs):

9.11: Liquidated damages

9.11.1 Liquidated damages in the amount of \$500 per calendar day shall accrue to the Owner after Substantial Completion, for late completion of the work, after Contract Time has expired.

G. ARTICLE 11.1 – CONTRACTOR'S LIABILITY INSURANCE  
(add the following paragraph):

11.0: See Appendix C – Insurance Requirements – Public Works Contractors.

H. ARTICLE 11.5 – PERFORMANCE BOND AND PAYMENT BOND

(add the following subparagraphs):

- 11.5.3: The Contractor shall furnish bonds to the Owner in the following amounts:
- 11.4.3.1 Furnish a 100 percent Performance Bond on a standard surety bond form.
- 11.4.3.2 Furnish a 100 percent Payment Bond on a standard surety bond form.

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**EXHIBIT C**

**INSURANCE REQUIREMENTS – PUBLIC WORKS CONTRACTORS**

I. The Contractor and each of its subcontractors shall procure and maintain during the entire term of the contract the following required insurance:

- **Commercial General Liability Insurance**  
\$1,000,000 per occurrence / \$2,000,000 aggregate, including coverage for liability assumed by contract, completed operations, explosion, collapse, underground hazard and products liability.
- **Automobile Liability**  
\$1,000,000 combined single limit for owned, hired and borrowed and non-owned motor vehicles.
- **Workers' Compensation**  
Statutory Workers' Compensation and Employers' Liability Insurance for all employees.
- **Owners & Contractors Protective Liability Insurance**  
\$2,000,000 per occurrence / \$2,000,000 aggregate.
- **Excess/Umbrella Liability Insurance**  
\$1,000,000 per occurrence / \$2,000,000 aggregate.

II. Notwithstanding any terms, conditions or provisions, in any other writing between the parties, the Contractor hereby agrees to name the County as:

- (a) an additional insured on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
- (b) a named insured on the Owners & Contractors Protective Liability Insurance Policy.

III. The policy/policies of insurance furnished by the Contractor shall:

- be from an A.M. Best rated "A" New York State licensed insurer; and
- contain a 30-day notice of cancellation

IV. The Contractor agrees to indemnify the County for any applicable deductibles.

V. Contractor acknowledges that failure to obtain such insurance on behalf of the County constitutes a material breach of contract and subjects it to liability for damages, indemnification and all other legal remedies available to the County. Prior to commencement of work or use of facilities, the Contractor shall provide to the County proof that such requirements have been met by furnishing certificate(s) of such insurance, and the declarations pages from the policies of such insurance. The failure of the County to object to the contents of the certificate(s) and/or declarations pages, or the absence of same, shall not be deemed a waiver of any and all rights held by the County.

VI. All certificates of insurance will provide 30 days notice to the county of cancellation or non-renewal.

VII. Contractor and subcontractor waives all rights of subrogation against the owner and will have the General Liability, Umbrella Liability Workers' Compensation policies endorsed setting forth this Waiver of Subrogation.

VII. All policies will also contain no exclusions with respect to Section 240 and 241 of the NYS Labor Law.

IX. The County shall be listed as an additional insured on a primary and non-contributory basis.

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**APPENDIX D - STANDARD CLAUSES FOR ESSEX COUNTY CONTRACTS**

1. **Independent Contractor Status**

The parties each acknowledge, covenant and agree that the relationship of the Contractor to the County shall be that of an independent contractor. The Contractor, in accordance with its status as an independent contractor, further covenants and agrees that it:

- (a) will conduct itself in accordance with its status as an independent contractor;
- (b) will neither hold itself out as nor claim to be an officer or employee of the County; and
- (c) will not make any claim, demand or application for any right or privilege applicable to an officer or employee of the County, including but not limited to workers' compensation benefits, unemployment insurance benefits, social security coverage or retirement membership or credits.

2. **Contractor To Comply With Laws/Regulations**

The Contractor shall at all times comply with all applicable state and federal laws, rules and regulations governing the performance and rendition of the services to be furnished under this agreement.

3. **Licenses, Permits, Etc.**

The Contractor shall, during the term of this agreement, obtain and keep in full force and effect any and all licenses, permits and certificates required by any governmental authority having jurisdiction over the rendition and performance of the services to be furnished by the Contractor under this agreement.

4. **Termination**

This agreement may be terminated without cause by either party upon 30 days prior written notice, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and mileage expenses actually incurred prior to such termination. Notwithstanding the foregoing, this agreement may be immediately terminated by the County:

- (a) for the Contractor's breach of this agreement, by serving written notice of such termination stating the nature of the breach upon the Contractor by personal delivery or by certified mail, return receipt requested, and upon such termination either party shall have such rights and remedies against the other as provided by law; or
- (b) upon the reduction or discontinuance of funding by the State or Federal governments to be used in furnishing some or all of the work, labor and/or services provided for under this agreement, and upon such termination neither party shall have any claim or cause of action against the other except for services actually performed and expenses (if the same are to be paid under this agreement) actually incurred prior to such termination.

5. **Defense & Indemnification**

The Contractor shall defend, indemnify and hold harmless the County to the fullest extent allowed by law, and notwithstanding any insurance requirements, from and against any and all liability, losses, claims, actions, demands, damages, expenses, suits, judgments, orders, causes of

action and claims, including but not limited to attorney's fees and all other costs of defense, by reason of any liability whatsoever imposed by law or otherwise upon the County for damages to person, property or of any other kind in nature, including but not limited to those for bodily injury, property damage, death arising out of or in connection with its officers, employees, agents, contractors, sub-contractors, guests or invitees negligence or its/their performance or failure to perform this agreement.

6. **Discrimination Prohibited**

The services to be furnished and rendered under this agreement by the Contractor shall be available to any and all residents of Essex County without regard to race, color, creed, sex, religion, national or ethnic origin, handicap, or source of payment; and under no circumstances shall a resident's financial ability to pay for the services provided be considered unless such consideration is allowed by State and/or Federal law, rule or regulation.

7. **Non-Discrimination In Employment**

The Contractor will not discriminate against any employee or applicant for employment because of race, creed, color, sex, national origin, age, disability or marital status. In the event that this is a contract to be performed in whole or in part within the State of New York for (a) the construction, alteration or repair of any public building or public work, (b) for the manufacture, sale or distribution of materials, equipment or supplies, (c) for building service, the Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex or national origin:

- (1) discriminate in hiring against any citizen who is qualified and available to perform the work; or
- (2) discriminate against or intimidate any employee hired for the performance of work under this contract.

The Contractor agrees to be subject to fines of \$50.00 per person per day for any violation of this paragraph, as well as to possible termination of this contract or forfeiture of all moneys due hereunder for a second or subsequent violation.

8. **Damage/Injury To Persons & Property**

The Contractor shall promptly advise the County of all damages to property of the County or of others, or of injuries incurred by persons other than employees of the Contractor, in any manner relating, either directly or indirectly, to the performance of this agreement.

9. **Records**

The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter collectively "the Records") in accordance with the following requirements:

- (a) the Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter;
- (b) the County Auditor, State Comptroller, the Attorney General or any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York, or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the

purposes of inspection, auditing and copying.

The County shall take reasonable steps to protect from public disclosure any of the records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate County official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified and designation of said records as exempt under the statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the County's right to discovery in any pending or future litigation.

10. **Claims For Payment**

All invoices or claims for which payment is sought from the County must be submitted in accordance with the following:

- (a) each claim for payment must include
  - (1) an invoice detailing the claim,
  - (2) copies of all documentation supporting the claim,
  - (3) a properly completed County standard voucher, which includes
    - (i) the County contract number under which payment is being claimed, **AND**
    - (ii) the payee's Federal employer identification number or Federal social security number, or both such numbers when the payee has both such numbers. *[Failure to include this number or numbers will prevent and preclude payment by the County; except that where the payee does not have such number or numbers, the payee, on the invoice or County voucher, must give the reason or reasons why the payee does not have such number or numbers and such reasons constitute a valid excuse under law.]*
- (b) Unless otherwise provided in this agreement, each claim for payment must be submitted to the County no later than 30 days after the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (c) Notwithstanding any other provision of this agreement, no claim for payment shall be valid, and the County shall not be liable for payment thereof, unless it is submitted to the County within 30 days of the close of the calendar year in which the work, labor, materials, and/or services for which payment is claimed were rendered or furnished.
- (d) Unless otherwise provided in this agreement, the requirements of this paragraph 10, and/or of any other provisions of this agreement which supersede the same, shall constitute conditions precedent to the County's payment obligation, and failure to comply with any or all of said requirements shall entitle the County to deny payment.
- (e) As a further condition of payment, each claim of payment shall be accompanied by a Contractor and Sub-Contractor Progress Payment Waiver, Release and Discharge, and each Final Payment shall be accompanied by a Contractor and Sub-Contractor Final Payment, Waiver and Release form. As well as a Contractor Affidavit relative to Final Payment. Copies of these forms are attached and made a part hereof.

11. **Consent**

In the event that State or Federal law requires the recipient of services to be furnished and rendered under this agreement to give his/her prior consent thereto, the contractor shall obtain such

person's consent and furnish proof thereof to the County.

12. **Executory Clause**

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

13. **Public Work & Building Service Contract Requirements**

If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof:

- (a) neither the Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department; and
- (b) the Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

14. **Public Work Contracts – Hazardous Substances**

If this is a contract for public work, the Contractor agrees as follows:

- (a) the Contractor acknowledges that the County uses and/or produces various substances which may be classified as hazardous under OSHA's Hazard Communication Standard;
- (b) the Contractor recognizes the use of said substances by the County and acknowledges that the County has provided, or upon request will provide, the Contractor with a description of such substances which may be present in the area of the County's facility/facilities to which the Contractor may have accessed during the performance of this contract;
- (c) the Contractor acknowledges that the County has provided, or upon request will provide, suggestions for appropriate protective measures which should be observed when the Contractor is in the area of any such hazardous substances;
- (d) the Contractor agrees to be solely responsible for providing training and information to its employees regarding any such hazardous substances, as well as of any protective measures suggested by the County;
- (e) the Contractor agrees to be solely responsible to ensure that the Contractor's employees observe protective measures during the performance of their duties in the performance of the contract, and that all such protective measures will be at least as stringent as those suggested or which would have been suggested by the County;
- (f) in the event that the Contractor's performance of the work under this contract requires the use of any hazardous substances, the Contractor shall notify the County in advance of bringing in and/or using such substances in or upon County property and suggest to the County appropriate measures to be observed by the County, its officers and employees, and/or the public; and
- (g) in the event the Contractor fails in whole or in part to comply with the terms of this paragraph, the County shall have the right to interrupt the Contractor's work and/or terminate this contract, and the Contractor shall be prohibited from renewing such work until all applicable safety and health procedures and practices are implemented by the Contractor.

15. **Disputes**

Disputes involving this contract, including the breach or alleged breach thereof, may not be submitted to binding arbitration, but must, instead, be heard in a court of competent jurisdiction within the State of New York.

16. **Non-Assignment**

This agreement may not be assigned, subcontracted, transferred, conveyed, sublet or otherwise disposed of in whole or in part, by the Contractor, without the prior written consent of the County, and any attempts to assign the contract without the County's written consent are null and void.

17. **No Collusion**

If this contract was awarded based upon the submission of bids, the Contractor warrants, under penalty of perjury, that:

- (a) its bid was arrived at independently and without collusion aimed at restricting competition; and
- (b) at the time Contractor submitted its bid, an authorized and responsible person executed and delivered to the County a non-collusive bidding certification on Contractor's behalf.

18. **International Boycott**

In accordance with Section 220-f of the Labor Law, if this contract exceeds \$5,000.00, the Contractor agrees, as a material condition of the contract, that neither the Contractor nor any substantially owned or affiliated person, firm, partnership or corporation, has participated, is participating, or shall participate in an International boycott in violation of the federal Export Administration Act of 1979, or regulations thereunder. If such contractor, or any of the aforesaid affiliates of Contractor, is convicted, or is otherwise found to have violated said laws or regulations upon the final determination of the United States Commerce Department or any other appropriate agency of the United States subsequent to the contract's execution, such contract, amendment or modification thereto shall be rendered forfeit and void. The Contractor shall so notify the County Manager within five (5) business days of such conviction, determination or disposition of appeal.

19. **County's Rights of Set-Off**

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

20. **Contractor Defined**

Whenever the term "Contractor" is used in this agreement, such term shall include and apply



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to all employees, all officers, directors and agents, if any, of the Contractor.

21. **Amendment**

This agreement may not be amended, modified or renewed except by written agreement signed by the Contractor and the County.

22. **Ownership Of Work Products**

All final and written or tangible work products completed by the Contractor shall belong to the County. In the event of premature discontinuance of performance, the Contractor agrees to deliver all existing products and data files to the County.

23. **Executive Order Debarment/Suspension**

In the event that this contract involves the Contractor furnishing goods and services in excess of \$100,000.00, or constitutes a subaward to subrecipients, under any Federal program, grant or other funding source, then by executing this agreement the Contractor certifies that neither it nor any of its principals are suspended or debarred within the scope or meaning of Executive Orders 12549 and 12689, any Federal or State regulation implementing or codifying the same, or any other Federal or State law, rule or regulation.

24. **Health Insurance Portability and Accountability Act of 1996 (HIPAA)**

In the event that this contract involves the use or disclosure of protected health information within the meaning or application of the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and the regulations thereunder, the following provisions of this paragraph shall apply.

- (a) **Definitions.** The terms used, but not otherwise defined, in this Agreement shall have the same meaning as given such terms in 45 CFR §160.103 and §164.501, as the same may be amended from time to time, including but not limited to the following.
- (1) "Business Associate" shall mean the Contractor, its officers, employees, agents and subcontractors.
  - (2) "Covered Entity" shall mean Essex County (the "County"), its departments, agencies, officers and employees.
  - (3) "Individual" shall have the same meaning as given such term in 45 CFR §164.501 and shall also include a person who qualifies as a personal representative in accordance with 45 CFR §164.502(g).
  - (4) "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR Part 160 and Part 164, subparts A and E.
  - (5) "Protected Health Information" shall have the same meaning as given such term in 45 CFR §164.501, limited to the information created or received by Contractor from or on behalf of the County.
  - (6) "Required by law" shall have the same meaning as given such term in 45 CFR §164.501.
  - (7) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

(b) Obligations and Activities of Contractor.

Contractor agrees to:

- (1) not use or disclose Protected Health Information other than as permitted or required by this Agreement or as required by law;
- (2) use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement;
- (3) mitigate, to the extent practicable, any harmful effect that is known, should have been known, and/or discovered to/by Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement;
- (4) report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement of which it becomes aware;
- (5) ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information;
- (6) provide access, at the request of the County, and in the time and manner designated by the County or the Secretary, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR §164.524;
- (7) make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR §164.526 at the request of the County or an Individual, and in the time and manner designated by the County or the Secretary;
- (8) make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, and/or to the Secretary, in a time and manner designated by the County or by the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule;
- (9) document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528;
- (10) provide to the County or an Individual, in time and manner designated by the County or the Secretary, information collected in accordance with the above subparagraph (b)(9) of this Agreement, to permit the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR §164.528.

(c) Permitted Uses and Disclosures by Contractor.

Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information on behalf of, or to provide services to, the persons entitled to services under this Agreement:

- (1) solely for the purposes of performing Contractor's obligations under this Agreement, if such use or disclosure of Protected Health Information would not violate the Privacy Rule if done by the County or the minimum necessary policies and procedures of the County; or

- (2) provided that such use or disclosures are required by law; or
- (3) Contractor
  - (A) obtains written authorization(s) from the individual to which the information pertains permitting the specific uses or disclosures of such information to third persons,
  - (B) represents and agrees in writing with such individual that the information to be used and/or disclosed will remain confidential and used or further disclosed only as required by law or for the purposes specified in the written authorization(s), and
  - (C) such third persons agree in writing to notify the County as soon as practicable and in writing of any instances of which such third person(s) is/are aware in which the confidentiality of the information has been breached; or
- (4) provide Data Aggregation services to the County as permitted by 42 CFR §164.504(e)(2)(i)(B); or
- (5) report violations of law to appropriate Federal and State authorities, consistent with §164.502(j)(1).

(d) County To Inform Contractor of Privacy Practices and Restrictions.

The County agrees to notify the Contractor of any

- (1) limitation(s) in its notice of privacy practices of the County in accordance with 45 CFR §164.520, to the extent that such limitation may affect the Contractor's use or disclosure of Protected Health Information;
- (2) changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect the Contractor's use or disclosure of Protected Health Information; and/or
- (3) restriction to the use or disclosure of Protected Health Information that the County has agreed to in accordance with 45 CFR §164.522, to the extent that such restriction may affect Contractor's use or disclosure of Protected Health Information.

(e) Permissible Requests by County.

The County shall not request Contractor to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the County; except that in the event that the services to be furnished by the Contractor under this Agreement requires data aggregation by the Contractor, the Contractor may use or disclose protected health information for such data aggregation or management and administrative activities of Contractor.

(f) Survival of Provisions.

The obligations of the Contractor under this paragraph 24 shall survive the expiration of the term of this Agreement and/or the termination of this Agreement, and said obligations shall remain effective and shall not terminate until all of the Protected Health Information provided by the County to Contractor, or created or received by Contractor on behalf of the County, is destroyed or returned to the County, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in subparagraph (g) below.

(g) Return or Destruction of Protected Health Information.

Except as otherwise provided below, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor shall retain no copies of the Protected Health Information.

In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon determination by the County that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor maintains such Protected Health Information.

(h) Termination for Cause.

Upon the County's knowledge of a material breach of this paragraph by Contractor, the County shall:

- (1) either:
  - (A) provide an opportunity for Contractor to cure the breach or end the violation and terminate this Agreement within the time specified by the County, or
  - (B) immediately terminate this Agreement if cure is not possible; and
- (2) report the violation to the Secretary.

(I) Miscellaneous.

- (1) Regulatory References. A reference in this Agreement to a section in the Privacy Rule means the section as in effect or as amended.
- (2) Amendment. The Parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary for the County to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Pub. L. No. 104-191.
- (3) Survival. The respective rights and obligations of Contractor under this paragraph 24 of this Agreement shall survive the termination of this Agreement.
- (4) Interpretation. Any ambiguity in this Agreement shall be resolved to permit the County to comply with the Privacy Rule.

25. Severability

If any term or provision of this agreement or the application thereof to any person or circumstance shall to any extent be held invalid or unenforceable, the remainder of this agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby and every other term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

26. Entire Agreement

This agreement is the entire agreement between the parties, and the same shall be construed

in accordance with the laws of the State of New York.

27. **For Medicaid/Federal Health Care Related Work**

**Excluded/Debarred Party Clause**

The Vendor/Contractor represents and warrants that it, nor its employees or contractors, are not excluded from participation, and is not otherwise ineligible to participate, in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or in any other government payment program.

In the event Vendor/Contractor, or one of its employees or contractors, is excluded from participation, or becomes otherwise ineligible to participate in any such program during the Term,

Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

If Vendor/Contractor is an Employment Agency, the Vendor/Contractor represents and warrants that its employees and contractors are not excluded from participation in a "federal health care program" as defined in 42 U.S.C. § 1320a-7b(f) or debarred from participation in any federal or other program. The Vendor/Contractor further represents and warrants it will, at a minimum, check monthly all of its employees and subcontractors against:

The General Services Administration's Federal Excluded Party List System (or any successor system,

The United States Department of Health and Human Services' Office of the Inspector General's Lists of Excluded Individuals and Entities or any successor list,

The New York State Department of Health's Office of the Medicaid Inspector General's list of Restricted, Terminated or Excluded Individuals or Entities.

In the event an excluded party is discovered the Vendor/Contractor will notify Essex County in writing within three (3) days after such event. Upon the occurrence of such event, whether or not such notice is given to the Vendor/Contractor, Essex County reserves the right to immediately cease contracting with the Vendor/Contractor.

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CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

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

OWNER: ESSEX COUNTY

CONTRACTOR: \_\_\_\_\_

WITNESSETH:

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrant, covenant and agree as follows:

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) the Project Architect/Engineer; and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).

4. For and in consideration of the sum of \$\_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.

5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any

claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

**IN WITNESS WHEREOF** this instrument has been executed this \_\_\_\_ day of \_\_\_\_  
\_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Releasor

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

\_\_\_\_\_  
(Print Name)

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

STATE OF NEW YORK     )  
  ) SS:  
COUNTY OF \_\_\_\_\_ )

I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

\_\_\_\_\_  
Vendor/Releasor Agent Sign Here

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

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

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CONTRACTOR FINAL PAYMENT WAIVER, RELEASE AND DISCHARGE

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

OWNER: ESSEX COUNTY

CONTRACTOR: \_\_\_\_\_

W I T N E S S E T H :

The above-named Contractor, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its' successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a Contractor relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Contractor, its, successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor, including but not limited to subcontractors and suppliers; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Owner, its' successors and assigns; (b) Essex County, its agencies and departments (including but not limited to its Office for the Aging); and (c) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a) and (b).
4. For and in consideration of the sum of \$\_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.
5. The Releasor hereby agree to defend, indemnify, and hold harmless the Releasees from any and all damages, costs, expenses, demands, suits, liens and legal fees, directly or indirectly relating to any claim for compensation by any other party for work, labor, services, materials and/or equipment furnished and/or



performed at the Project site, or which should have been so furnished or performed, or incorporated or to be incorporated in said Project, as of the date hereof, by the Releasor or by any other party claiming any interest or right through the Releasor.

6. The Releasor hereby certifies and warrants that it has fully paid for all work, labor, services, materials and/or equipment provided to it in connection with the Project and/or any contract relating thereto.

7. The Releasor hereby grants to the Releasees the right to review and audit any and books and records of the Releasor at any time for verification.

**IN WITNESS WHEREOF** this instrument has been executed this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
(Print Name)

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

STATE OF NEW YORK        )  
  ) SS:  
COUNTY OF ESSEX    )

I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

\_\_\_\_\_  
Vendor/Releasor Agent Sign Here

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

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

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**CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT**

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

OWNER: ESSEX COUNTY

CONTRACTOR: \_\_\_\_\_

**W I T N E S S E T H :**

The herein below designated representative of the Contractor being duly sworn deposes and states:

1. He is duly authorized to sign this Affidavit on behalf of the Contractor.
2. That all payrolls, bills for materials and equipment, and other indebtedness connection with the work for which the County or the County's property might be responsible or encumbered have been paid or otherwise satisfied and there remain no further indebtedness or bills outstanding.
3. Attached hereto and made a part hereof is a valid certificate of insurance evidencing that insurance required by the contract documents will remain in full force after final payment is currently in effect and will not be cancelled or allowed to expire until at least 30 days prior written notice has been given to the owner.
4. Contractor knows of no substantial reason that the insurance will not be renewable to cover the period required by the contract documents.
5. Attached hereto and made a part hereof at Schedule B is a detailed list of all sub-contractors and material suppliers.
6. Contractor warrants and represents that all sub-contractors, material suppliers and fringe benefit trust funds for employees of contractor and sub-contractors on the portion of the project encompassed by the work, as well as all workers and persons employed in connection therewith have been paid in full for all labor and work and materials furnished.
7. Contractor releases and waives any and all public improvement lien rights which contractor has against the County.

**IN WITNESS WHEREOF**, deponent has executed this document on \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Contractor

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

\_\_\_\_\_  
(Print Name)

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

STATE OF NEW YORK     )  
  ) SS:  
COUNTY OF ESSEX )

I, \_\_\_\_\_, being duly sworn, depose and say that: I reside at \_\_\_\_\_, and I hereby sign this instrument under penalty of perjury; I am the of the Releasor identified herein; I am fully authorized to execute this instrument on behalf of the Releasor; and I hereby affirm that the statements contained in this instrument are true and correct.

\_\_\_\_\_  
Vendor/Releasor Agent Sign Here

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

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

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SUBCONTRACTOR/SUPPLIER PROGRESS PAYMENT  
WAIVER, RELEASE AND DISCHARGE

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

OWNER: ESSEX COUNTY

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER: \_\_\_\_\_

W I T N E S S E T H :

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.
2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).
4. For and in consideration of the sum of \$\_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.



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SUBCONTRACTOR/SUPPLIER FINAL WAIVER, RELEASE AND DISCHARGE

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

OWNER: ESSEX COUNTY

CONTRACTOR: \_\_\_\_\_

SUBCONTRACTOR/SUPPLIER: \_\_\_\_\_

W I T N E S S E T H :

The above-named Subcontractor/Supplier, hereinafter referred to as the "Releasor", does, for and on behalf of itself, its, successors, assigns and all parties claiming any interest or right through the Releasor, hereby warrants, covenants and agrees as follows:

1. Releasor is/was a subcontractor/supplier to the Contractor above-named relative to the above-referenced Project pursuant to a contract or other relationship for the performing and/or furnishing of work, labor, services, materials and/or equipment at the Project site or to be incorporated in said Project.

2. Whenever the term "Releasor" is used in this instrument such term shall mean: (a) the above-named Subcontractor/Supplier, its' successors and assigns; (b) any and all sureties and all other guarantors of the Releasor on any payment, performance, labor and/or material bond or other undertaking; (c) all parties claiming any interest or right through the Releasor; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

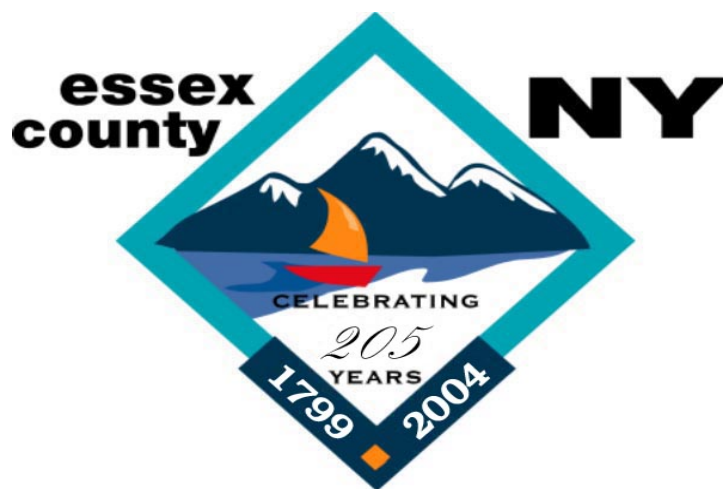
3. Whenever the term "Releasees" is used in this instrument such term shall mean: (a) the above-named Contractor and all of its, sureties and other guarantors on any payment, performance, labor and/or material bond or other undertaking; (b) the abovenamed Owner, its, successors and assigns; (c) the Project Architect/Engineer; and (d) the respective officers, directors, principals, shareholders, agents, employees and attorneys of (a), (b) and (c).

4. For and in consideration of the sum of \$ \_\_\_\_\_, and other good and valuable consideration, which sum is acknowledged as being the full, final and total amount due or allegedly due or owing from the Releasees to the Releasor as of the date hereof, and the receipt of such payment being hereby acknowledged, the Releasor does waive, release and discharge the Releasees from any and all causes of action, suits, debts, claims, liens, accounts, bonds, contracts, damages, encumbrances, judgments and demands whatsoever and of every kind and nature, in law or in equity, which against the Releasees, jointly and/or severally, the Releasor ever had, now has, or might hereafter have, relating directly or indirectly to the work, labor, services, materials and/or equipment furnished and/or performed at the Project site, or incorporated or to be incorporated in said Project, as of the date hereof, including but not in any manner limited to the right of the Releasor to assert, file or claim any lien or other security interest in or upon the real and/or personal property of the Releasees.



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## APPENDIX E



### **ESSEX COUNTY**

#### ***Office of the Purchasing Agent***

7551 Court Street, P.O. Box 217

Elizabethtown, NY 12932

518-873-3330/Fax 518-873-3339

## **GENERAL SPECIFICATIONS FOR PROCUREMENT CONTRACTS**



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**PART I**  
***General Provisions***

**1. APPLICABILITY** The terms and conditions set forth herein are expressly incorporated in and applicable to all procurements and resulting procurement contracts let by the Office of the Essex County Purchasing Agent where incorporated by reference in its Bid Documents. The provisions herein shall govern such procurement or contract unless expressly modified or amended by the terms of a Bid Specifications, or a negotiated Contract/Clarification document, if any. Captions are intended as descriptive and are not intended to limit or otherwise restrict the terms and conditions set forth herein.

**2. GOVERNING LAW** The laws of the State of New York shall govern and apply to the procurement, any resulting contract and for determinations in a court of competent jurisdiction in New York of any and all disputes, litigation or interpretations arising from or connected with the procurement or contract, except where expressly superseded in a specific contract letting or where the Federal supremacy clause requires otherwise. These specifications are modeled after and upon the specifications developed and used by the New York State Office of General Services for procurements by New York State.

**3. APPENDIX A / INSURANCE** The mandatory terms for all Essex County contracts are expressly incorporated herein and in all bid documents and/or resulting contracts, such terms being set forth in Appendix A (*Standard Clauses for Essex County Contracts*). Insurance requirements are also attached and incorporated herein.

**4. ETHICS COMPLIANCE** All Bidders/Contractors and their employees must comply with the requirements of the *General Municipal Law*, the *Public Officers Law*, and other State codes, rules and regulations establishing ethical standards for the conduct of business with New York State and/or municipalities. In signing the bid, Bidder certifies full compliance with those provisions for any present or future dealings, transactions, sales, contracts, services, offers, relationships, etc., involving Essex County and/or its employees. Failure to comply with those provisions may result in disqualification from the bidding process, termination of contract, and/or other civil or criminal proceedings as required by law.

**5. CONFLICT OF CLAUSES** Conflicts between procurement or contract documents shall be resolved in the following order of precedence:

**(a) Appendix A** (*Standard Clauses for Essex County Contracts*)

**(b) Contract/Clarification Documents** Writing(s) setting forth the final agreements, clarifications, terms, statement of work and/or modifications between the Bid Documents and Contractors Bid or Mini-bid.

**(c) Bid Documents** - Bid Specifications prepared by Essex County

**(d) Contractors Bid or Proposal**

**6. DEFINITIONS**

Terms used in this document shall have the following meanings:

**AGENCY OR AGENCIES** Essex County, New York, acting by or through one or more departments, boards, commissions, offices or institutions of Essex County.

**ANCILLARY PRODUCT:** Product which is purchased or licensed on a restricted use basis in conjunction with the principal manufacturers Product being acquired (e.g. may be used only in combination, or by educational institutions for research use).

**AUTHORIZED USER(S)** Agencies, or any other entity authorized by Essex County to participate in Essex County procurement contracts (including but not limited to political subdivisions, public authorities, school districts and public benefit corporations), provided that each such Agency or other entity shall be held solely responsible for liabilities or payments due as a result of its participation. The term "Authorized User" shall include "Licensees."

**BID OR BID PROPOSAL** An offer or proposal submitted by a Bidder to furnish a described product or a solution or means of achieving a practical end, at a stated price for the stated contract term.

**BIDDER** Any individual or other legal entity, (including but not limited to partnership, firm or corporation) which submits a bid in response to a Bid Solicitation. The term Bidder shall also include "offeror" and/or "contractor".

**BID DOCUMENTS** Writings setting forth the scope, terms, conditions and technical specifications for a procurement of Product. Such writings typically include, but are not limited to: Invitation for Bids (IFB), Request for Quotation (RFQ), Request for Proposals (RFP), addenda or amendments thereto, and terms and conditions which are incorporated by reference, e.g. Appendix A (*Standard Clauses for NYS Contracts*), Appendix B, (*General Specifications*). Where these General Specifications are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Documents" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**BID SOLICITATION** The notice or advertisement of an intent to purchase a specified Product by or on behalf of Authorized User(s).

**BID SPECIFICATION** A written description drafted by Essex County or an authorized user setting forth the specific terms of the intended procurement, which may include: physical or functional characteristics, the nature of a commodity or construction item, any description of the work to be performed, Products to be provided, the necessary qualifications of the Bidder, the capacity and capability of the Bidder to successfully carry out the proposed contract, or the process for achieving specific results and/or anticipated outcomes or any other requirement necessary to perform work. Where these *General Specifications* are incorporated in negotiated contracts which have not been competitively bid, the term "Bid Specifications" shall be deemed to refer to the terms and conditions set forth in the negotiated contract.

**CONTRACT** The writing(s) which contain the agreement of the Commissioner and the Bidder/Contractor setting forth the total legal obligation between the parties as determined by applicable rules of law.

**CONTRACT AWARD NOTIFICATION** An announcement to Authorized Users that a contract has been established.

**CONTRACTOR** Any successful Bidder(s) to whom a contract has been awarded by the Purchasing Agent. The term "Contractor" includes Licensors.

**COUNTY** Essex County, New York.

**EMERGENCY** An urgent and unexpected requirement where health and public safety or the conservation of public resources is at risk.

**ERROR CORRECTIONS** Machine executable software code furnished by Contractor which corrects the Product so as to conform to the applicable warranties, performance standards and/or obligations of the Contractor.

**GROUP** A classification of Product (commodities, services or technology).

**INVITATION FOR BIDS (IFB)** A type of Bid Document which is most typically used where requirements can be stated and award will be made to the lowest responsive bid submitted by the most responsible Bidder(s).

**LATE BID** For purposes of bid openings held and conducted by the Essex County Purchasing Agent, a bid not received in such place as may be designated on the Bid Specifications or in the Office of the Essex County Purchasing Agent, at or before the date and time established in the Bid Specifications for the bid opening.

**LETTER OF ACCEPTANCE** A letter to the successful Bidder(s) indicating acceptance of its bid in response to a solicitation. Unless otherwise specified, the issuance of a Letter of Acceptance forms a contract but is not an order for Product, and Contractor should not take any action with respect to actual contract deliveries except on the basis of Purchase Orders sent from Authorized User(s).

**LICENSED SOFTWARE** Software transferred upon the terms and conditions set forth in the Contract. "Licensed Software" includes ancillary products, error corrections, upgrades, enhancements or new releases, and any deliverables due under a maintenance or service contract (e.g. patches, fixes, PTFs, programs, code or data conversion, or custom programming).

**LICENSEE** The County, or one or more Agencies or Authorized Users who acquire Product from Contractor by execution of a license in accordance with the terms and conditions of the Contract; provided that, for purposes of compliance with an individual license, the term "Licensee" shall be deemed to refer separately to the individual Authorized User(s) on whose behalf the license was executed who took receipt of the Product, and who shall be solely responsible for performance and liabilities incurred.

**LICENSOR** A Contractor who transfers rights in proprietary Product to Authorized Users in



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accordance with the rights and obligations specified in the Contract.

**MULTIPLE AWARD** A determination and award of a contract in the discretion of the Purchasing Agent to more than one responsive and responsible Bidder who meets the requirements of a specification, where the multiple award is made on the grounds set forth in the Bid Document in order to satisfy multiple factors and needs of Authorized Users (e.g., complexity of items, various manufacturers, differences in performance required to accomplish or produce required end results, production and distribution facilities, price, compliance with delivery requirements, geographic location or other pertinent factors).

**NEW PRODUCT RELEASES (Product Revisions)** Any commercially released revisions to the version of a Product as may be generally offered and available to Authorized Users. New releases involve a substantial revision of functionality from a previously released version of the Product.

**PROCUREMENT RECORD** Documentation by the Essex County Purchasing Agent of the decisions made and approach taken during the procurement process.

**PRODUCT** A deliverable under any Bid or Contract which may include commodities (including printing), services and/or technology. The term "Product" includes Licensed Software.

**PURCHASE ORDER** The County's fiscal form or format which is used when making a purchase.

**REQUEST FOR PROPOSALS (RFP)** A type of Bid Document which is used for procurements where factors in addition to cost are considered and weighted in awarding the contract and where the method of award is "best value", as defined by the County's Procurement Policy and New York Law.

**REQUEST FOR QUOTATION (RFQ)** A type of Bid Document which can be used when a formal bid opening is not required (e.g. discretionary, sole source, single source or emergency purchases).

**RESPONSIBLE BIDDER** A Bidder that is determined to have skill, judgment and integrity, and that is found to be competent, reliable, experienced and qualified financially, as determined by the Purchasing Agent.

**RESPONSIVE BIDDER** A Bidder meeting the specifications or requirements prescribed in the Bid Document or solicitation, as determined by the Purchasing Agent.

**SINGLE SOURCE** A procurement where two or more offerors can supply the required Product, and the Purchasing Agent may award the contract to one Bidder over the other.

**SOLE SOURCE** A procurement where only one offeror is capable of supplying the required Product.

### ***Bid Submission***

**7. BID LANGUAGE & CURRENCY** All offers (tenders), and all information and Product documentation required by the solicitation or provided as explanation thereof, shall be submitted in English. All prices shall be expressed, and all payments shall be made, in United States Dollars (\$ US). Any offers (tenders) submitted which do not meet the above criteria will be rejected.

**8. BID OPENING** Bids may, as applicable, be opened publicly. The Purchasing Agent reserves the right at anytime to postpone or cancel a scheduled bid opening.

**9. BID SUBMISSION** The submission of a bid will be construed to mean that the bidder is fully informed as to the extent and character of the supplies, material, or equipment required and a representation that the bidder can furnish the supplies, materials, or equipment satisfactorily in complete compliance with the specifications.

All bids shall comply with the following:

(a) Bids are to be packaged, sealed and submitted to the location stated in the Bid Specifications. Bidders are solely responsible for timely delivery of their bids to the location set forth in the Bid Specifications prior to the stated bid opening date/time.

(b) A bid return envelope, if provided with the Bid Specifications, should be used with the bid sealed inside. If the bid response does not fit into the envelope, the bid envelope should be taped onto the outside of the sealed box or package with the bid inside. If using a commercial delivery company which requires use of their shipping package or envelope, Bidders sealed bid, labeled as detailed below, should be placed within the shippers sealed envelope to ensure that the bid is not prematurely opened. All bids must have a label on the outside of the package or shipping container outlining the following information:

**“BID ENCLOSED”** (bold print, all capitals)

IFB or RFP Number

Bid Submission date and time

In the event that a Bidder fails to provide such information on the return bid envelope or shipping material, the County reserves the right to open the shipping package or envelope to determine the proper bid number or Product group, and the date and time of bid opening. Bidder shall have no claim against the receiving entity arising from such opening and such opening shall not affect the validity of the bid or the procurement. Notwithstanding the County's right to open a bid to ascertain the foregoing information, Bidder assumes all risk of late delivery associated with the bid not being identified, packaged or labeled in accordance with the foregoing requirements.

**10. FACSIMILE SUBMISSIONS** Unless specifically authorized by the terms of the Bid Specifications, facsimile bids ARE PROHIBITED AND SHALL NOT BE ACCEPTED. Where the bid specifications are silent as to the submission of bids by facsimile, no fax bids shall be permitted or accepted. Where specifically authorized, the following rules and conditions apply:

(a) FAX number(s) indicated in the Bid Specifications must be used.

(b) Access to the facsimile machine(s) is on a “first come, first serve” basis, and the Purchasing Agent bears no liability or responsibility and makes no guarantee whatsoever with respect to the Bidders access to such equipment at any specific time.

(c) Bidders are solely responsible for submission and receipt of the entire facsimile bid by the Essex County Purchasing Agent prior to bid opening and must include on the first page of the transmission the total number of pages transmitted in the bid, including the cover page. Incomplete, ambiguous or unreadable transmissions in whole or in part may be rejected at the

sole discretion of the Purchasing Agent.

**(d)** Facsimile bids are fully governed by all conditions outlined in the Bid Documents and must be submitted on forms or in the format required in the Bid Specifications, including the executed signature page and acknowledgment.

**11. AUTHENTICATION OF FACSIMILE BIDS** The act of submitting a bid by facsimile transmission, when, as and if specifically authorized, including an executed signature page, shall be deemed a confirming act by Bidder which authenticates the signing of the bid.

**12. LATE BIDS** Any bid received at the specified location after the time specified will be considered a late bid. A late bid shall not be considered for award unless acceptance of the late bid is in the best interests of Essex County and either (a) no timely bids meeting the requirements of the Bid Documents are received, or (b) in the case of a multiple award, an insufficient number of timely bids were received to satisfy the multiple award. Delays in United States mail deliveries or any other means of transmittal, including couriers or agents of Essex County, shall not excuse late bid submissions. Otherwise, all late bids will not be considered and will be returned unopened to the bidder. The bidder assumes the risk of any delay in the mail or in the handling of the mail by employees of the County. Whether sent by mail or by means of personal delivery, the bidder assumes responsibility for having his bid deposited on time at the place specified.

**13. BID CONTENTS** Bids must be complete and legible. All bids must be signed. All information required by the Bid Specifications must be supplied by the Bidder on the forms or in the format specified in the Bid Specifications. No alteration, erasure or addition is to be made to the Bid Documents. Changes may be ignored by the Purchasing Agent or may be grounds for rejection of the bid. Changes, corrections and/or use of white-out in the bid or Bidders response portion of the Bid Document must be initialed by an authorized representative of the Bidder. Bidders are cautioned to verify their bids before submission, as amendments to bids or requests for withdrawal of bids received by the Purchasing Agent after the time specified for the bid opening, may not be considered. All lines must have an indication of bidders response whether it be "o", "N/A" or a dollar figure. All lines must be filled in to indicate bidder acknowledgment of the request. Bids that do not have all applicable lines filled in on bid sheet may be disqualified as a non-responsive bid. The Purchasing Agent shall not assume there is "no charge" when lines are left empty.

Bidders must submit with bid detailed specifications, circulars, warranties and all necessary data on items he proposes to furnish. This information must show clearly that the item offered meets all detailed specifications herein. The Purchasing Agent reserves the right to reject any bid if its compliance with the specifications is not clearly evident. If item offered differs from the provisions contained in these specifications such differences must be explained in detail, and bid will receive careful consideration if such deviations do not depart from the intent of these specifications and are to the best interests of Essex County as interpreted by the Purchasing Agent of Essex County.

It is the responsibility of the bidder to offer a product that meets the specifications of the manufacturer model as listed.

All stock electrical items must be listed and approved by Underwriters' Laboratories, Inc.

**14. EXTRANEIOUS TERMS** Bids must conform to the terms set forth in the Bid Documents, as extraneous terms or material deviations (including additional, inconsistent, conflicting or alternative

terms) may render the bid non-responsive and may result in rejection of the bid.

**Extraneous term(s) submitted on standard, pre-printed forms (including but not limited to: product literature, order forms, license agreements, contracts or other documents) which are attached or referenced with the submission shall not be considered part of the bid, but shall be deemed included for informational or promotional purposes only.**

Only those extraneous terms which meet all the following requirements will be considered as having been submitted as part of the Bid:

- (a) Each proposed extraneous term (addition, counter-offer, deviation, or modification) must be specifically enumerated in a writing which is not part of a pre-printed form; and
- (b) The writing must identify the particular specification requirement (if any) which Bidder rejects or proposes to modify by inclusion of the extraneous term; and
- (c) The Bidder shall enumerate the proposed addition, counteroffer, modification or deviation from the Bid Document, and the reasons therefore.

No extraneous term(s), whether or not deemed “material,” shall be incorporated into a contract unless the Purchasing Agent expressly accepts each such term(s) in writing. Acceptance and/or processing of the Bid shall not constitute such written acceptance of Extraneous Term(s).

**15. CONFIDENTIAL / TRADE SECRET MATERIALS** Confidential, trade secret or proprietary materials as defined by the laws of the State of New York must be clearly marked and identified as such upon submission. Bidders/Contractors intending to seek an exemption from disclosure of these materials under the *Freedom of Information Law* must request the exemption in writing, setting forth the reasons for the claimed exemption, at the time of submission. Acceptance of the claimed materials does not constitute a determination on the exemption request, which determination will be made in accordance with statutory procedures.

**16. PREVAILING WAGE RATES - Public Works and Building Services Contracts** If any portion of work being bid is subject to the prevailing wage rate provisions of Labor Law, the following shall apply:

**(a) “Public Works” and “Building Services” – Definitions**

**i. Public Works** *Labor Law* Article 8 applies to contracts for public improvement in which laborers, workers or mechanics are employed on a “public works” project (distinguished from public “procurement” or “service” contracts). The State, a public benefit corporation, a municipal corporation (including a school district), or a commission appointed by law must be a party to the contract. The wage and hours provision applies to any work performed by contractor or subcontractors.

**ii. Building Services** *Labor Law* Article 9 applies to contracts for building service work over \$1,500 with a public agency, which 1) involve the care or maintenance of an existing building, or 2) involve the transportation of office furniture or equipment to or from such building, or 3) involve the transportation and delivery of fossil fuel to such building, and 4) the principal purpose of which is to furnish services through use of building service employees.

**(b) Prevailing Wage Rate Applicable to Bid Submissions** A copy of the applicable prevailing wage rates to be paid or provided are attached to this solicitation. Bidders must submit bids which are based upon the prevailing hourly wages, and supplements in cash or equivalent benefits (i.e., fringe benefits and any cash or non-cash compensation which are not wages, as defined by law) that equal or exceed the applicable prevailing wage rate(s) for the location where the work is to be performed. Where the Bid Documents require the Bidder to enumerate hourly wage rates in the bid, Bidders may not submit bids based upon hourly wage rates and supplements below the applicable prevailing wage rates as established by the New York State Department of Labor. **Bids which fail to comply with this requirement will be disqualified.**

**(c) Wage Rate Payments / Changes During Contract Term** The wages to be paid under any resulting contract shall not be less than the prevailing rate of wages and supplements as set forth by law. It is required that the Contractor keep informed of all changes in the Prevailing Wage Rates during the contract term that apply to the classes of individuals supplied by the contractor on any projects which result from this contract which are subject to the provisions of the *Labor Law*. Contractor is solely liable for and must pay such required prevailing wage adjustments during the contract term as required by law.

**(d) Public Posting & Certified Payroll Records** In compliance with Article 8, Section 220 of the *Labor Law*, as amended by Chapter 565 of the Laws of 1997:

**i. Posting** The Contractor must publicly post on the work site, in a prominent and accessible place, a legible schedule of the prevailing wage rates and supplements.

**ii. Payroll Records** Contractors and sub-contractors must keep original payrolls or transcripts subscribed and affirmed as true under the penalties of perjury as required by law. For public works contracts over \$25,000 where the contractor maintains no regular place of business in New York State, such records must be kept at the work site. For building services contracts, such records must be kept at the work site while work is being performed.

**iii. Submission of Certified Payroll Transcripts for Public Works Contracts Only** Contractors and sub-contractors on public works projects must submit monthly payroll transcripts to Essex County which has prepared or directs the preparation of the plans and specifications for a public works project, as set forth in the Bid Specifications. For mini-bid solicitations, the payroll records must be submitted to the entity preparing the agency mini-bid project specification. For "agency specific" bids, the payroll records should be submitted to the entity issuing the purchase order. For all other Essex County procurement contracts, such records should be submitted to the individual agency issuing the purchase order(s) for the work. Upon mutual agreement of the Contractor and Essex County, the form of submission may be submitted in a specified disk format acceptable to the Department of Labor so long as: 1) the contractor/subcontractor retains the original records; and, (2) an original signed letter by a duly authorized individual of the contractor or subcontractor attesting to the truth and accuracy of the records accompanies the disk. **This provision does not apply to building services contracts.**

**iv. Records Retention** Contractors and subcontractors must preserve such certified transcripts for a period of three years from the date of completion of work on the awarded contract.

**(e) Days Labor - Defined for Article 8, Public Works (For Purposes of Article 8 of the Labor Law)** No laborer, worker or mechanic in the employ of the contractor, subcontractor or other

person doing or contracting to do all or part of the work contemplated by the contract shall be permitted or required to work more than eight hours in any one calendar day or more than five days in any one week except in cases of extraordinary emergency including fire, flood or danger to life or property. "Extraordinary emergency" shall be deemed to include situations in which sufficient laborers, workers and mechanics cannot be employed to carry on public work expeditiously as a result of such restrictions upon the number of hours and days of labor and the immediate commencement or prosecution or completion without undue delay of the public work is necessary in the judgment of the Essex County Purchasing Agent for the preservation of the contract site or for the protection of the life and limb of the persons using the contract site.

## 17. TAXES

(a) Unless otherwise specified in the Bid Specifications or set forth in this clause, the quoted bid price includes all taxes applicable to the transaction.

(b) Purchases made by Essex County and certain non-County Authorized Users are exempt from New York State and local sales taxes and, with certain exceptions, federal excise taxes. To satisfy the requirements of the New York State Sales tax exemption, either the Purchase Order issued by a County Agency or the invoice forwarded to authorize payment for such items will be sufficient evidence that the sale by the Contractor was made to the County, an exempt organization under Section 1116 (a) (1) of the *Tax Law*. Non-County Authorized Users must offer their own proof of exemption where required. No person, firm or corporation is, however, exempt from paying the State Truck Mileage and Unemployment Insurance or Federal Social Security taxes, which remain the sole responsibility of the Bidder/Contractor. For tax free transactions under the Internal Revenue Code, the Essex County Registration Number is 14 6002889.

(c) Purchases by Authorized Users other than Essex County may be subject to such taxes, and in those instances the tax should be computed based on the bid price and added to the invoice submitted to such entity for payment.

**18. EXPENSES PRIOR TO AWARD** Essex County is not liable for any costs incurred by a Bidder in the preparation and production of a bid or for any work performed prior to contract award and/or issuance of an approved Purchase Order.

**19. ADVERTISING BID RESULTS** A Bidder in submitting a bid agrees not to use the results therefrom as a part of any commercial advertising without the prior written approval of the Purchasing Agent. In addition to any other sanctions or remedies available to it in law or equity, the Purchasing Agent may suspend from bidding on its requirements or terminate a contract of any Bidder/Contractor who violates the terms of this clause.

## 20. PRODUCT REFERENCES

(a) **"Or Equal"** On all Bid Specifications the words "or equal" are understood to apply where a copyright brand name, trade name, catalog reference, or patented Product is referenced. References to such specific Product are intended as descriptive, not restrictive, unless otherwise stated. Comparable Product will be considered if proof of compatibility is provided, including appropriate catalog excerpts, descriptive literature, specifications and test data, etc. The Purchasing Agents decision as to acceptance of the Product as equal shall be

final.

**(b) Discrepancies in References** In the event of a discrepancy between the model number referenced in the Bid Specifications and the written description of the Products therein which cannot be reconciled, with respect to such discrepancy, then the written description shall prevail.

**21. RECYCLED OR RECOVERED MATERIALS** Upon the conditions specified in the Bid Specifications and in accordance with the laws of the State of New York, Contractors are encouraged to use recycled or recovered materials in the manufacture of Products and packaging to the maximum extent practicable without jeopardizing the performance or intended end use of the Product or packaging unless such use is precluded due to health, welfare, safety requirements or in the Bid Specifications. Where such use is not practical, suitable, or permitted by the Bid Specifications, Contractor shall deliver new materials in accordance with the "Warranties & Guaranties" set forth below.

Refurbished or remanufactured components or items may only be accepted at the discretion of the Purchasing Agent, or upon the conditions set forth in the Bid Specifications.

Items with recycled, recovered, refurbished or remanufactured content must be identified in the bid or will be deemed new Product.

**22. PRODUCTS MANUFACTURED IN PUBLIC INSTITUTIONS** Bids offering Products which are manufactured or produced in public institutions will be rejected.

### **23. PRICING**

**(a) Unit Pricing** If required by the Bid Specifications, the Bidder should insert the price per unit specified and the price extensions in decimals, not to exceed four places for each item, in the bid. In the event of a discrepancy between the unit price and the extension, the unit price shall govern unless, in the sole judgment of the Purchasing Agent, such unit pricing is obviously erroneous.

**(b) Net Pricing** Prices must be net, including transportation, customs, tariff, delivery and other charges fully prepaid by the Contractor to the destination(s) indicated in the Bid Specifications, subject only to the cash discount. If the award is to be made on another basis, transportation and other charges must be prepaid by the Contractor and added to the invoice as a separate item, unless otherwise required in the Bid Specifications.

**(c) "No Charge" Bid** When bids are requested on a number of Products as a group or Lot, a Bidder desiring to bid "no charge" on a Product in the grouping or Lot must clearly indicate such. Otherwise, such bid may be considered incomplete and be rejected, in whole or in part, at the discretion of the Purchasing Agent.

If a price is written in numbers and alpha, the alpha will govern.

Prices shall be net FOB any point in Essex County, New York. Price quoted shall include all delivery costs. Prices shall be net, including transportation and delivery charges fully prepaid by the successful bidder to destination indicated in the proposal. If award is made on any other basis,

transportation charges must be prepaid by the successful bidder and added to the invoice as a separate item. In any case, title shall not pass until items have been delivered and accepted by the County.

## 24. DRAWINGS

**(a) Drawings Submitted With Bid** When the Bid Specifications require the Bidder to furnish drawings and/or plans, such drawings and/or plans shall conform to the mandates of the Bid Documents and shall, when approved by the Purchasing Agent, be considered a part of the bid and of any resulting contract. All symbols and other representations appearing on the drawings shall be considered a part of the drawing.

**(b) Drawings Submitted During the Contract Term** Where required by the Bid Specifications to develop, maintain and deliver diagrams or other technical schematics regarding the scope of work, Contractor shall be required to develop, maintain, deliver and update such drawings on an ongoing basis at no additional charge. Contractor shall be responsible for updating drawings and plans during the contract term to reflect additions, alterations, and deletions. Such drawings and diagrams shall be delivered to the Authorized Users representative as required by the Bid Specifications. Where required, Contractor shall furnish to Authorized User in a timely manner the required drawings representing the then current, "as modified" condition of all product included in the scope of work.

**(c) Accuracy of Drawings Submitted** All drawings shall be neat and professional in manner and shall be clearly labeled as to locations and type of product, connections and components. Drawings and diagrams are to be in compliance with accepted drafting standards. Acceptance or approval of such plans shall not relieve the Contractor from responsibility for design or other errors of any sort in the drawings or plans, or from its responsibility for performing as required, furnishing product, services or installation, or carrying out any other requirements of the intended scope of work.

**25. SITE INSPECTION** Where Bidder is required by the Bid Specifications to deliver or install Product, or to service installed product(s) or equipment, Bidder shall be given an opportunity and shall be required to inspect the site prior to submission of the Bid, including environmental or other conditions or pre-existing deficiencies in the installed product, equipment or environment, which may affect Bidders ability to deliver, install or otherwise provide the required product. All inquiries regarding such conditions may only be made in writing. Bidder shall be deemed to have knowledge of any deficiencies or conditions which such inspection or inquiry might have disclosed, and to have included the costs of repair in its bid. Bidder must provide a detailed explanation of work intended to be performed under this clause. Bidder shall be required to remedy any pre-existing deficiencies or conditions at the commencement of the contract term. Reimbursement for the cost of repairing the conditions or deficiencies shall be separately enumerated in the bid.

## 26. SAMPLES

**(a) Standard Samples** Bid Specifications may indicate that the Product to be purchased must be equal to a standard sample on display in a place designated by the Purchasing Agent and such sample will be made available to the Bidder for examination prior to the opening date. Failure by the Bidder to examine such sample shall not entitle the Bidder to any relief from the conditions imposed by the Bid Documents.



**(b) Bidder Supplied Samples** The Purchasing Agent reserves the right to request from the Bidder/Contractor a representative sample(s) of the Product offered at any time prior to or after award of a contract. Unless otherwise instructed, samples shall be furnished within the time specified in the request. Untimely submission of a sample may constitute grounds for rejection of bid or cancellation of the Contract. Samples must be submitted free of charge and be accompanied by the Bidders name and address, any descriptive literature relating to the Product and a statement indicating how and where the sample is to be returned. Where applicable, samples must be properly labeled with the appropriate bid or Essex County contract reference.

A sample may be held by the Purchasing Agent during the entire term of the contract and for a reasonable period thereafter for comparison with deliveries. At the conclusion of the holding period the sample, where feasible, will be returned as instructed by the Bidder, at the Bidders expense and risk. Where the Bidder has failed to fully instruct the Purchasing Agent as to the return of the sample (i.e. mode and place of return, etc.) or refuses to bear the cost of its return, the sample shall become the sole property of the receiving entity at the conclusion of the holding period.

**(c) Enhanced Samples** When an approved sample exceeds the minimum specifications, all Product delivered must be of the same enhanced quality and identity as the sample. Thereafter, in the event of a Contractors default, the Purchasing Agent may procure a commodity substantially equal to the enhanced sample from other sources, charging the Contractor for any additional costs incurred.

**(d) Conformance with Sample(s)** Submission of a sample (whether or not such sample is tested by, or for, the Purchasing Agent) and approval thereof shall not relieve the Contractor from full compliance with all conditions and terms, performance related and otherwise, specified in the Bid Documents. If in the judgment of the Purchasing Agent the sample or product submitted is not in accordance with the specifications or testing requirements prescribed in the Bid Documents, the Purchasing Agent may reject the bid. If an award has been made, the Purchasing Agent may cancel the contract at the expense of the Contractor.

**(e) Testing** All samples are subject to tests in the manner and place designated by the Purchasing Agent, either prior to or after contract award. Unless otherwise stated in the Bid Specifications, Bidder Samples consumed or rendered useless by testing will not be returned to the Bidder.

**27. ADDENDA / INTERPRETATION** No verbal interpretation of the intent of any of the specifications or other Contract Documents will be made before receipt of bids. Requests for interpretations prior to receipt of bids must be presented, in writing, to the Purchasing Agent, 100 Court Street, P.O. Box 217, Elizabethtown, NY 12932, and to be given consideration must be received by the Purchasing Agent at least seven (7) days prior to the date set for the opening of bids.

Any interpretation, and any additional information or instruction will, if issued, be in the form of a written Addendum or Addenda sent to all holders of Contract Documents at the addresses furnished therefor, at least five (5) days prior to the date of the opening of bids.

Failure of any bidder to receive any Addenda shall not relieve such bidder from any obligation under this bid as submitted. All Addenda so issued shall become a part of the Contract Documents.

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### ***Bid Evaluation***

**28. BID EVALUATION** The Purchasing Agent reserves the right to accept or reject any and all bids, or separable portions of offers, and waive technicalities, irregularities, and omissions if the Purchasing Agent determines the best interests of the County will be served. The Purchasing Agent, in his/her sole discretion, may accept or reject illegible, incomplete or vague bids and his/her decision shall be final. A conditional or revocable bid which clearly communicates the terms or limitations of acceptance may be considered and contract award may be made in compliance with the Bidders conditional or revocable terms in the offer.

Where a bidder is requested to submit a bid on individual items and/or on a total sum or sums, the right is reserved to award bids on individual items or on total sums. The County reserves the right to award in whole or in part based on the lowest responsible bid.

The following three items will automatically render a bid unacceptable to Essex County:

- a. Failure to sign bid proposal page.
- b. Failure to include necessary bid deposit (as required).
- c. Failure to sign and submit non-collusive bidding certificate.

It shall be fully understood that any deviations from the inclusion of the above items will be grounds to see the bid as non-compliant and will not be considered for award.

The Purchasing Agent reserves the right to reject such bids, as in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind including unbalanced bids. One in which the amount bid for one or more separate items is substantially out of line with the current market prices for the materials and/or work covered thereby.

**29. CONDITIONAL BID** Unless the Bid Specifications provides otherwise, a bid is not rendered non-responsive if the Bidder specifies that the award will be accepted only on all or a specified group of items or Product included in the specification. It is understood that nothing herein shall be deemed to change or alter the method of award contained in the Bid Documents.

**30. CLARIFICATIONS / REVISIONS** Prior to award, the Purchasing Agent reserves the right to seek clarifications, request bid revisions, or to request any information deemed necessary for proper evaluation of bids from all Bidders deemed to be eligible for contract award. Failure to provide requested information may result in rejection of the bid.

**31. PROMPT PAYMENT DISCOUNTS** While prompt payment discounts will not be considered in determining the low bid, the Purchasing Agent may consider any prompt payment discount in resolving bids which are otherwise tied. However, any notation indicating that the price is net, (e.g. net 30 days), shall be understood to mean only that no prompt payment discount is offered by the Bidder. The imposition of service, interest, or other charges, except pursuant to the provisions of Article 11\_A of the *State Finance Law*, which are applicable in any case, may render the bid non-responsive and may be cause for its rejection.

**32. EQUIVALENT OR IDENTICAL BIDS** In the event two offers are found to be substantially equivalent, price shall be the basis for determining the award recipient. If two or more Bidders submit

substantially equivalent bids as to pricing or other factors, the decision of the Purchasing Agent to award a contract to one or more of such Bidders shall be final.

**33. PERFORMANCE QUALIFICATIONS** The Purchasing Agent reserves the right to investigate or inspect at any time whether or not the Product, qualifications or facilities offered by the Bidder/Contractor meet the requirements set forth in the Bid Documents. Contractor shall at all times during the contract term remain responsible and responsive. A Bidder/Contractor must be prepared, if requested by the Purchasing Agent, to present evidence of experience, ability and financial standing, as well as a statement as to plant, machinery and capacity of the manufacturer for the production, distribution and servicing of the Product bid. If the Purchasing Agent determines that the conditions and terms of the Bid Documents or Contract are not complied with, or that items or Product proposed to be furnished do not meet the specified requirements, or that the qualifications, financial standing or facilities are not satisfactory, or that performance is untimely, the Purchasing Agent may reject such bid or terminate the contract. Nothing in the foregoing shall mean or imply that it is obligatory upon the Purchasing Agent to make an investigation either before or after award of a contract, but should such investigation be made, it in no way relieves the Bidder/Contractor from fulfilling all requirements and conditions of the contract.

**34. DISQUALIFICATION FOR PAST PERFORMANCE** Bidder may be disqualified from receiving awards if Bidder, or anyone in Bidders employment, has previously failed to perform satisfactorily in connection with public bidding or contracts.

**35. QUANTITY CHANGES PRIOR TO AWARD** The Purchasing Agent reserves the right, at any time prior to the award of a specific quantity contract, to alter in good faith the quantities listed in the Bid Specifications to conform with requirements. In the event such right is exercised, the lowest responsible Bidder meeting specifications will be advised of the revised requirements and afforded an opportunity to extend or reduce its bid price in relation to the changed quantities. Refusal by the low Bidder to so extend or reduce its bid price may result in the rejection of its bid and the award of such contract to the lowest responsible Bidder who accepts the revised requirements.

**36. RELEASE OF BID EVALUATION MATERIALS** Requests concerning the evaluation of bids may be submitted under the *Freedom of Information Law*. Information, other than the Bid Tabulation, shall be released as required by law after contract award. Written requests should be directed to the Purchasing Agent.

**37. TIME FRAME FOR OFFERS** The Purchasing Agent reserves the right to make awards within sixty (60) days after the date of the bid opening, during which period, bids must remain firm and cannot be withdrawn. If, however, an award is not made within the sixty (60) day period, bids shall remain firm until such later time as either a contract is awarded or the Bidder delivers to the Purchasing Agent written notice of the withdrawal of its bid. Any bid which expressly states therein that acceptance must be made within a shorter specified time, may at the sole discretion of the Purchasing Agent, be accepted or rejected.

## **TERMS & CONDITIONS**

**38. CONTRACT CREATION / EXECUTION** Except as may be otherwise provided by law or by the Purchasing Agent, upon receipt of all required approvals a Contract shall be deemed executed and created with the successful Bidder(s) upon the Purchasing Agent's mailing or electronic communication to the address on the bid of (a) a Letter of Acceptance and (b) a fully executed

contract, or (c) a Purchase Order authorized by the Purchasing Agent.

**39. COMPLIANCE WITH LAWS, ETC.** The Bidder shall comply with all the provisions of the laws of the State of New York and of the United States of America which affect municipalities and municipal contracts, and any and all State and Federal rules and regulation, and of amendments and additions thereto, insofar as the same shall be applicable to any contract awarded hereunder with the same force and effect as if set forth at length herein. The Bidder's special attention is called to the following laws: *General Municipal Law* Section 1 03-d, *State Finance Law* Section 167-b prohibiting the purchase of tropical hardwood products, and the New York State Public Employee Safety & Health Act of 1980.

**40. MODIFICATION OF TERMS** The terms and conditions set forth in the Contract shall govern all transactions by Authorized User(s) under this Contract. The Contract may only be modified or amended upon mutual written agreement of the Purchasing Agent and Contractor.

The Contractor may, however, offer Authorized User(s) more advantageous pricing, payment, or other terms and conditions than those set forth in the Contract. In such event, a copy of such terms shall be furnished to the Authorized User(s) and Purchasing Agent by the Contractor.

Other than where such terms are more advantageous for the Authorized User(s) than those set forth in the Contract, no alteration or modification of the terms of the Contract, including substitution of Product, shall be valid or binding against Authorized User(s) unless authorized by the Purchasing Agent or specified in the Contract Award Notification. No such alteration or modification shall be made by unilaterally affixing such terms to Product upon delivery (including, but not limited to, attachment or inclusion of standard pre-printed order forms, product literature, "shrink wrap" terms accompanying software upon delivery, or other documents) or by incorporating such terms onto order forms, purchase orders or other documents forwarded by the Contractor for payment, notwithstanding Authorized Users subsequent acceptance of Product, or that Authorized User has subsequently processed such document for approval or payment.

**41. SCOPE CHANGES** The Purchasing Agent reserves the right, unilaterally, to require, by written order, changes by altering, adding to or deducting from the contract specifications, such changes to be within the general scope of the contract. The Purchasing Agent may make an equitable adjustment in the contract price or delivery date if the change affects the cost or time of performance.

With respect to any specific quantity stated in the contract, the Purchasing Agent reserves the right after award to order up to 20% more or less (rounded to the next highest whole number) than the specific quantities called for in the contract. Notwithstanding the foregoing, the Purchasing Agent may purchase greater or lesser percentages of contract quantities should the Purchasing Agent and Contractor so agree.

**42. ESTIMATED QUANTITY CONTRACTS** Estimated quantity contracts are expressly agreed and understood to be made for only the quantities, if any, actually ordered during the contract term. No guarantee of any estimated quantity(s) is implied or given. Unless otherwise set forth in the Bid Specifications, contracts for services and technology are completely voluntary as to use, and therefore no quantities are guaranteed.

**43. BEST PRICING OFFER** During the contract term, if substantially the same or a smaller quantity of a Product is sold by the Contractor outside of this contract vehicle upon the same or similar terms and

conditions as that of this contract at a lower price, the price under this contract shall be immediately reduced to the lower price.

**44. PURCHASE ORDERS** Unless otherwise authorized in writing by the Purchasing Agent, no Products are to be delivered or furnished by Contractor until transmittal of an official Purchase Order from the Authorized User requiring the Product. Unless terminated or canceled pursuant to the authority vested in the Purchasing Agent, Purchase Orders shall be effective and binding upon the Contractor when placed in the mail or electronically transmitted prior to the termination of the contract period, addressed to the Contractor at the address set forth in the Contract for receipt of orders, or in the Contract Award Notification.

All Purchase Orders issued pursuant to contracts let by the Purchasing Agent must bear the appropriate contract number and, if necessary, required State approvals. Unless otherwise specified, all Purchase Orders against centralized contracts will be placed by Authorized Users directly with the Contractor and any discrepancy between the terms stated on the vendors order form, confirmation or acknowledgment, and the contract terms shall be resolved in favor of the terms most favorable to the Authorized User.

If, with respect to an agency specific contract, a Purchase Order is not received within two weeks after the issuance of a Contract Award Notification, it is the responsibility of the Contractor to request in writing that the appropriate Authorized User forward a Purchase Order. If, thereafter, a Purchase Order is not received within a reasonable period of time, the Contractor shall promptly notify the appropriate purchasing officer in Essex County. Failure to timely notify such officer may, in the discretion of the Purchasing Agent and without cost to the State, result in the canceling of such requirement by the Purchasing Agent with, at the Purchasing Agents discretion, a corresponding reduction in the contract quantity and price.

**45. PRODUCT DELIVERY** It shall be understood that with respect to contract deliveries, time is of the essence. Delivery must be made as ordered and in accordance with the terms of the contract. Unless otherwise specified in the Bid Specifications, delivery shall be made within thirty calendar days after receipt of a purchase order by the Contractor. The decision of the Purchasing Agent as to compliance with delivery terms shall be final. The burden of proof for delay in receipt of Purchase Order shall rest with the Contractor. In all instances of a potential or actual delay in delivery, the Contractor shall immediately notify the Purchasing Agent and the Authorized User, and confirm in writing the explanation of the delay, and take appropriate action to avoid any subsequent late deliveries. Any extension of the time for delivery must be requested in writing by the Contractor and approved in writing by the Purchasing Agent. Failure to meet such time schedule may be grounds for cancellation of the order or, in the Purchasing Agents discretion, the Contract.

The County must be notified twenty-four (24) hours in advance of delivery. The County reserves the right to deny acceptance of delivery if this notice is not given, at no cost to the County.

The successful bidder shall be responsible for delivery of items in good condition at point of destination, and shall file with the carrier all claims for breakage, imperfections, and other losses, which will be deducted from invoices. The Purchasing Agent will note for the benefit of successful bidder when packages are not received in good condition. Carton shall be labeled with purchase order or contract number, successful bidders name and general statement of contents. Failure to comply with this condition shall be considered sufficient reason for refusal to accept the goods.

Unless otherwise stated in the specifications, all items must be delivered into and placed at a

point within the building as directed by the shipping instructions or the Purchasing Agent. The successful bidder will be required to furnish proof of delivery in every instance.

Unloading and placing of equipment and furniture is the responsibility of the successful bidder, and the County accepts no responsibility for unloading and placing of equipment. Any costs incurred due to the failure of the successful bidder to comply with this requirement will be charged to him. No help for unloading will be provided by the County, and suppliers should notify their truckers accordingly.

All deliveries shall be accompanied by delivery tickets or packing slips. Ticket shall contain the following information for each item delivered:

Contract Number and/or Purchase Order Number  
Name of Article  
Item Number (if applicable)  
Quantity  
Name of the Successful Bidder

**46. SATURDAY & HOLIDAY DELIVERIES** Unless otherwise specified in the Bid Specifications or by an Authorized User, deliveries will not be scheduled for Saturdays, Sundays or legal holidays observed by the State of New York except of Product for daily consumption or where an emergency exists or the delivery is a replacement or is late, in which event the convenience of the Authorized User shall govern.

#### **47. SHIPPING / RECEIPT OF PRODUCT**

**(a) Packaging** Tangible Product shall be securely and properly packed for shipment, storage and stocking in appropriate, clearly labeled shipping containers and according to accepted commercial practice, without extra charge for packing materials, cases or other types of containers. The container shall become and remain the property of the receiving entity unless otherwise specified in the contract documents.

**(b) Shipping Charges** Contractor shall be responsible for insuring that the Bill of Lading states "charges prepaid" for all shipments. Unless otherwise stated in the Bid Specifications, all deliveries shall be deemed to be FOB Destination tailgate delivery at the dock of the Authorized User. Unless otherwise agreed, items purchased at a price F.O.B. Shipping point plus transportation charges are understood to not relieve the contractor from responsibility for safe and proper delivery notwithstanding the Authorized Users payment of transportation charges.

**(c) Receipt of Product** The Contractor shall be solely responsible for assuring that deliveries are made to personnel authorized to accept delivery on behalf of the Authorized User. Any losses resulting from the Contractors failure to deliver Product to authorized personnel shall be borne exclusively by the Contractor.

**48. TITLE AND RISK OF LOSS** Notwithstanding the form of shipment, title and risk of loss shall not pass from the Contractor to the Authorized User until the Products have been received, inspected and accepted by the receiving entity. Acceptance shall occur within a reasonable time or in accordance with such other defined acceptance period as may be specified in the Bid Specifications. Mere

acknowledgment by Authorized User personnel of the delivery or receipt of goods (e.g. signed bill of lading) shall not be deemed or construed as acceptance of the Products received. Any delivery of Product which is substandard or does not comply with the Contract terms, may be rejected or accepted on an adjusted price basis, as determined by the Purchasing Agent.

**49. RE-WEIGHING PRODUCT** Deliveries are subject to re-weighing at the point of destination by the receiving entity. If shrinkage occurs which exceeds that normally allowable in the trade, the receiving entity shall have the option to require delivery of the difference in quantity, or to reduce the payment accordingly.

**50. PRODUCT SUBSTITUTION** In the event a specified manufacturers Product listed in the Contractors Bid becomes unavailable or cannot be supplied by the Contractor for any reason (except as provided for in the Force Majeure Clause below) a Product deemed by the Purchasing Agent to be the equal or better of the specified commodity or service must be substituted by the Contractor at no additional cost or expense to the Authorized User. Unless otherwise specified, any substitution of Product prior to the Purchasing Agents approval may be cause for cancellation of contract.

**51. REJECTED PRODUCT** When Products are rejected, they must be removed by the Contractor from the premises of the receiving entity within ten days of notification of rejection by Authorized User. Upon rejection notification, risk of loss of rejected or non-conforming Product shall remain on Contractor. Rejected items not removed by the Contractor within ten days of notification shall be regarded as abandoned by the Contractor, and the Authorized User shall have the right to dispose of the items as its own property. The Contractor shall promptly reimburse the Authorized User for any and all costs and expenses incurred in storage or effecting removal or disposition.

**52. INSTALLATION** Where installation is required, Bidder shall be responsible for placing and installing the equipment in the required locations. All materials used in the installation shall be of good quality and shall be free from any and all defects which would mar the appearance of the equipment or render it structurally unsound. Installation includes the furnishing of any equipment, rigging and materials required to install or replace the Product in the proper location. The Contractor shall protect the site from damage for all its work and shall repair damages or injury of any kind caused by the Contractor, its employees, officers or agents. If any alteration, dismantling or excavation, etc. is required to effect installation, the Contractor shall thereafter promptly restore the structure or site to its original condition. Work shall be performed so as to cause the least inconvenience to the Authorized User(s) and with proper consideration for the rights of other contractors or workers. The Contractor shall promptly perform its work and shall coordinate its activities with those of other contractors. The Contractor shall clean up and remove all debris and rubbish from its work as required or directed. Upon completion of the work, the building and surrounding area of work shall be left clean and in a neat, unobstructed condition, and everything in satisfactory repair and order.

**53. REPAIRED OR REPLACED PRODUCT / COMPONENTS** Where the Contractor is required to repair, replace or substitute Product or components under the Contract, the repaired, replaced or substituted Product shall be subject to all terms and conditions for new Product set forth in the contract, including product warranties.

**54. ON-SITE STORAGE** Materials, equipment or supplies may be stored at the County/s or Authorized User's site at the Contractors sole risk and only with the approval of, as the case may be, the County or the Authorized User.

**55. EMPLOYEES / SUBCONTRACTORS / AGENTS** All employees, subcontractors or agents performing work under the contract must be trained technicians who meet or exceed the technical and training qualifications set forth in the Bid Specifications or the Bid, whichever is greater, and must comply with all rules and requirements of the Contract. The Purchasing Agent reserves the right to conduct a security background check or otherwise approve any employee or agent furnished by Contractor and to refuse access to or require replacement of any personnel for cause, including but not limited to, technical or training qualifications, quality of work or change in security status or non-compliance with Authorized Users security or other requirements. Such approval shall not relieve the Contractor of the obligation to perform all work in compliance with the contract terms. The Purchasing Agent reserves the right to reject and/or bar from the facility for cause any employee, subcontractor, or agents of the Contractor.

**56. ASSIGNMENT / SUBCONTRACTORS** The Contractor shall not assign, transfer, convey, sublet, or otherwise dispose of the contract or its right, title or interest therein, or its power to execute such contract to any other person, company, firm or corporation in performance of the contract, other than the assignment of the right to receive moneys due, without the prior written consent of Essex County. Prior to an assignment of the right to receive moneys becoming effective, Contractor shall file a written notice of such assignment simultaneously with Essex County and participating Authorized User(s).

The Purchasing Agent reserves the right to reject any proposed subcontractor, assignee or supplier for bona fide business reasons, which may include, but are not limited to: that the proposed transferee is on the Department of Labors list of companies with which New York State cannot do business; the Purchasing Agent determines that the company is not qualified; unsatisfactory contract performance or service has been previously provided; or attempts were not made to solicit minority and womens business enterprises (M/WBE) bidders for the subcontract.

**57. PERFORMANCE / BID BOND** Essex County reserves the right to require the Bidder/Contractor to furnish without additional cost, a performance, payment or bid bond or negotiable irrevocable letter of credit or other form of security for the faithful performance of the contract, whenever the Purchasing Agent in his/her sole discretion deems such bond or security to be in Essex County's best interest. Where required, such bond or other security shall be in the form prescribed by the Purchasing Agent.

#### **58. STOP / SUSPENSION OF WORK**

**(a) Stop Work Order** The Purchasing Agent reserves the right to stop the work covered by this contract at any time that the successful Contractor becomes unable or incapable of performing the work or meeting any requirements or qualifications set forth in the contract. In the event of such stopping, the Purchasing Agent shall have the right to arrange for the completion of the work in such manner as it may deem advisable and if the cost thereof exceeds the amount of the bid, the successful Contractor shall be liable for any such cost on account thereof.

**(b) Suspension of Work Order** The Purchasing Agent, in his/her sole discretion, reserves the right to suspend any or all activities under this contract, at anytime, in the best interests of the State or Issuing Entity. In the event of such suspension, the contractor will be given a formal written notice outlining the particulars of such suspension. Examples of the reason for such suspension include, but are not limited to, a budget freeze on County spending, declaration of emergency, or other such circumstances. Upon issuance of such suspension of



work, the Contractor is not to accept any purchase orders, as specified in the Suspension Order. Activity may resume at such time as the Purchasing Agent issues a formal written notice authorizing a resumption of work.

**59. CANCELLATION** A contract may be canceled by the Purchasing Agent, and/or an Authorized User may cancel its participation, license or service order under the contract, at the Contractors expense upon non-performance, or upon a determination that Contractor is non-responsive, or non-responsible.

**60. FORCE MAJEURE** The Contractor shall not be responsible for delay resulting from its failure to perform if neither the fault nor negligence of the Contractor, its officers, employees or agents contributed to such delay and the delay is due directly to acts of God, wars, acts of public enemies, strikes, fires or floods, or other similar cause beyond the control of the Contractor, or for any of the foregoing which affect subcontractors or suppliers and no alternate source of supply is available to the Contractor. In such event, Contractor shall notify the Purchasing Agent, by certified or registered mail, of the delay or potential delay and the cause(s) thereof either (a) within ten (10) calendar days after the cause which creates or will create the delay first arose if the Contractor could reasonably foresee that a delay could occur by reason thereof, or (b), if delay is not reasonably foreseeable, within five (5) calendar days after the date the Contractor first had reason to believe a delay could result. The foregoing shall constitute the Contractors sole remedy or excuse with respect to such delay. In the event performance is suspended or delayed, in whole or in part, by reason of any of the aforesaid causes or occurrences and proper notification is given the Purchasing Agent, any performance so suspended or delayed shall be performed by the Contractor at no increased cost, promptly after such disabilities have ceased to exist unless it is determined in the sole discretion of the Purchasing Agent that the delay will significantly impair the value of the contract to the County or to Authorized Users, whereupon the Purchasing Agent may:

- (a) Accept allocated performance or deliveries from the Contractor. The Contractor, however, hereby agrees to grant preferential treatment to County Agencies with respect to Product subjected to allocation; and/or
- (b) Purchase from other sources (without recourse to and by the Contractor for the costs and expenses thereof) to replace all or part of the Products which are the subject of the delay, which purchases may be deducted from the contract quantity; or
- (c) Terminate the contract or the portion thereof which is subject to delivery delays, and thereby discharge any unexecuted portion of the contract or the relative part thereof.

**61. CONTRACT BILLINGS** Contractor shall provide complete and accurate billing invoices to each Authorized User in order to receive payment. Billings for Agencies must contain all information required by the County Treasurer and/or Auditor. The County Treasurer shall render payment for Agency purchases, and such payment shall be made in accordance with ordinary County procedures and practices. Payment of contract purchases made by Authorized Users other than Agencies shall be billed directly by Contractor on invoices/vouchers, together with complete and accurate supporting documentation as required by the Authorized User.

Submission of an invoice and payment thereof shall not preclude the Purchasing Agent from reimbursement or demanding a price adjustment in any case where the Product delivered is found to deviate from the terms and conditions of the bid and award documents.

**62. DEFAULT - AUTHORIZED USER** An Authorized Users breach shall not be deemed a breach of the centralized contract. In the event a participating Authorized User fails to make payment to the Contractor for Products delivered, accepted and properly invoiced, within 60 days of such delivery and acceptance, the Contractor may, upon 10 days advance written notice to both the Purchasing Agent and the Authorized Users purchasing official, suspend additional shipments of Product or provision of services to such entity until such time as reasonable arrangements have been made and assurances given by such entity for current and future contract payments.

Notwithstanding the foregoing, the Contractor shall, at least 10 days prior to declaring a breach of contract by any Authorized User, by certified or registered mail, notify both the Purchasing Agent and the purchasing official of the breaching Authorized User of the specific facts, circumstances and grounds upon which a breach will be declared. It is understood, however, that if the Contractors basis for declaring a breach is insufficient, the Contractors declaration of breach and failure to service an Authorized User shall constitute a breach of its contract and the County or Authorized User may thereafter utilize any remedy available at law or equity.

### **63. INTEREST ON LATE PAYMENTS**

**(a) County Agencies** The payment of interest on certain payments due and owed by a County agency may be made in accordance with Section 3-a of the *General Municipal Law* at the rate of three percent (3%) per annum.

**(b) By Non-County Agencies** The terms of Article 11-A apply only to procurements by and the consequent payment obligations of the County. Neither expressly nor by any implication is the County responsible for payments on any purchases made by a Non-County Agency Authorized User.

**(c) By Contractor** Should the Contractor be liable for any payments to the County hereunder, interest, late payment charges and collection fee charges will be determined and assessed pursuant to Section 18 of the *State Finance Law* to the same extent as though the contract was with the State of New York rather than the County.

**64. REMEDIES FOR BREACH** It is understood and agreed that all rights and remedies afforded below shall be in addition to all remedies or actions otherwise authorized or permitted by law:

**(a) Cover / Substitute Performance** Upon the failure of the Contractor to properly perform within the time specified, failure to provide acceptable service, to make immediate replacement of rejected Product when so requested, or upon the revocation of the Contract by the Purchasing Agent for cause, or upon repudiation of the contract by the Contractor, the Purchasing Agent may, with or without formally bidding same:

i. Purchase from other sources to replace the Product rejected, revoked, not timely delivered or repudiated; or

ii. If after making reasonable attempts, under the circumstances then existing, to timely provide acceptable service or acquire replacement product of equal or comparable quality, the Purchasing Agent is unsuccessful, the Purchasing Agent may acquire acceptable

service or replacement product of lesser or greater quality.

Such purchases may, in the discretion of the Purchasing Agent, be deducted from the contract quantity.

**(b) Withhold Payment** In any case where a question of non-performance by Contractor arises, payment may be withheld in whole or in part at the discretion of the Purchasing Agent. Should the amount withheld be finally paid, a cash discount originally offered may be taken as if no delay in payment had occurred.

**(c) Reimbursement of Costs Incurred** The Contractor agrees to reimburse the County and/or Authorized User promptly for any and all additional costs and expenses incurred for acquiring acceptable services, and/or replacement Product. Should the cost of cover be less than the contract price, the Contractor shall have no claim to the difference. The Contractor covenants and agrees that in the event suit is successfully prosecuted for any default on the part of the Contractor, all costs and expenses expended or incurred by the County or Authorized User in connection therewith, including reasonable attorneys fees, shall be paid by the Contractor.

Where the Contractor fails to timely deliver pursuant to the guaranteed delivery terms of the contract, the Purchasing Agent may authorize an ordering Authorized User to rent substitute equipment temporarily. Any sums expended for such rental shall, upon demand, be reimbursed to the Authorized User promptly by the Contractor or deducted by the Authorized User from payments due or to become due the Contractor on the same or another transaction.

**(d) Deduction / Credit** Sums due as a result of these remedies may be deducted or offset by the County or Authorized User from payments due, or to become due, the Contractor on the same or another transaction. If no deduction or only a partial deduction is made in such fashion the Contractor shall pay to the County or Authorized User the amount of such claim or portion of the claim still outstanding, on demand. The Purchasing Agent reserves the right to determine the disposition of any rebates, settlements, restitution, liquidated damages, etc. which arise from the administration of the contract.

**65. ASSIGNMENT OF CLAIM** Contractor hereby assigns to the County any and all its claims for overcharges associated with this contract which may arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* and the antitrust laws of the State of New York, *General Business Law* Section 340, *et seq.*

**66. TOXIC SUBSTANCES** Each Contractor furnishing a toxic substance as defined by Section 875 of the *Labor Law*, shall provide such Authorized User with not less than two copies of a material safety data sheet, which sheet shall include for each such substance the information outlined in Section 876 of the *Labor Law*.

Before any chemical product is used or applied on or in any building, a copy of the product label and Material Safety Data Sheet must be provided to and approved by the user agency representative.

**67. INDEPENDENT CONTRACTOR** It is understood and agreed that the legal status of the

Contractor, its agents, officers and employees under this Contract is that of an independent contractor, and in no manner shall they be deemed employees of the County or Authorized User, and therefore are not entitled to any of the benefits associated with such employment. The Contractor agrees, during the term of this contract, to maintain at Contractors expense those benefits to which its employees would otherwise be entitled by law, including health benefits, and all necessary insurance for its employees, including workers compensation, disability and unemployment insurance, and to provide the Authorized User with certification of such insurance upon request. The Contractor remains responsible for all applicable federal, state and local taxes, and all FICA contributions.

**68. SECURITY / CONFIDENTIALITY** Contractor warrants, covenants and represents that it will comply fully with all security procedures of the County and any Authorized User(s) in performance of the Contract.

Contractor further warrants, covenants and represents that any confidential information obtained by Contractor, its agents, subcontractors, officers, or employees in the course of performing its obligations, including without limitation, security procedures, business operations information, or commercial proprietary information in the possession of the County or any Authorized User hereunder or received from another third party, will not be divulged to any third parties. Contractor shall not be required to keep confidential any such confidential material which is publicly available through no fault of Contractor, independently developed by Contractor without reliance on confidential information of the County or Authorized User, or otherwise obtained under the Freedom of Information Act or other applicable New York State Laws and Regulations. This warranty shall survive termination of this Contract for a period of five (5) years. Contractor further agrees to take appropriate steps to instruct its personnel, agents, officers and any subcontractors regarding the obligations arising under this clause to insure such confidentiality.

**69. COOPERATION WITH THIRD PARTIES** The Contractor shall be responsible for fully cooperating with any third party agents, including but not limited to subcontractors of the Authorized User, relating to delivery of product or coordination of services.

**70. CONTRACT TERM - EXTENSION** In addition to any stated renewal periods in the Contract, any contract or unit portion thereof let by the Purchasing Agent may be extended by the Purchasing Agent for an additional period(s) of up to one year (cumulatively) with the written concurrence of the Contractor.

**71. WARRANTIES & GUARANTEES** Contractor hereby warrants and guarantees:

- (a) To fully defend, indemnify and save harmless the County, Authorized Users and their respective officers, agents and employees from suits, actions, damages and costs of every name and description arising out of the acts or omissions of Contractor, its officers, employees, subcontractors, partners, or agents, in any performance under this contract including: i) personal injury, damage to real or personal tangible or intangible property, without limitation; ii) negligence, either active or passive, without limitation, or iii) infringement of any law or of a United States Letter Patent with respect to the Products furnished, or of any copyright, trademark, trade secret or other third party intellectual proprietary rights, without limitation, provided that the County or Authorized User shall give Contractor: (a) prompt written notice of any action, claim or threat of infringement suit, or other suit, promptness of which shall be established by Authorized User upon the furnishing of written notice and verified receipt, (b) the opportunity to take over, settle or defend such action, claim or suit at

Bidders sole expense, and (c) assistance in the defense of any such action at the expense of Contractor. Where a dispute or claim arises relative to a real or anticipated infringement, the County or Authorized User may require Bidder/Contractor, at its sole expense, to submit such information and documentation, including formal patent attorney opinions, as the Purchasing Agent shall require.

**(b)** Contractor warrants full ownership, clear title free of all liens, or perpetual license rights to any Products transferred to Authorized User under this Contract, and Contractor shall be solely liable for any costs of acquisition associated therewith without limitation. Contractor warrants that Authorized User will have undisturbed, peaceful use of the Products, including, without limitation, software, object or source codes, custom programming or third party intellectual property rights incorporated or embedded therein, and training modules or Documentation. Contractor fully indemnifies the County and Authorized User for any loss, damages or actions arising from a breach of said warranty without limitation.

**(c)** To pay, at its sole expense, all applicable permits, licenses, tariffs, tolls and fees and give all notices and comply with all laws, ordinances, rules and regulations of any governmental entity in conjunction with the performance of obligations under the contract.

**(d)** Unless recycled or recovered materials are available in accordance with the "Recycled & Recovered Materials" clause, Product offered shall be standard new equipment, current model of regular stock product with all parts regularly used with the type of equipment offered; and no attachment or part has been substituted or applied contrary to the manufacturers recommendations and standard practice. Every Product, including any substituted or replacement unit delivered, must be guaranteed against faulty material and workmanship for a period of one year from and after the date the unit is accepted unless otherwise specified by the County or Authorized User. Notwithstanding the foregoing, when the manufacturers standard guarantee for Product or any component thereof exceeds one year, the longer guarantee period shall apply to such unit or component thereof delivered under this contract. Furthermore, the Contractor agrees to extend its warranty period with regard to any Product delivered by the cumulative periods of time, after notification, during which the Product requires servicing or replacement (down time) or is in the possession of the Contractor, its agents, officers or employees. If during the regular or extended warranty periods faults develop, the Contractor shall promptly repair or, upon demand, replace the defective unit or component part affected. All costs for labor and material and transportation incurred to repair or replace defective goods during the warranty periods shall be borne solely by the Contractor, and the County or Authorized User shall in no event be liable or responsible therefore. This warranty shall survive any termination of the contract in accordance with the warranty term.

**(e)** Where the provision of services requires the replacement or repair of Product, any replaced or repaired component, part or Product shall be new and shall, if available, be replaced by the original manufacturers component, part or Product. All proposed substitutes for the original manufacturers installed Product must be approved by the Authorized User before installation. The Product or part shall be equal to or of better quality than the original Product being replaced. Any Product replaced by the Contractor under the contract shall be guaranteed for one (1) year from the date of replacement and replaced at no cost to the Authorized User if found defective during that time.

**(f)** Prior to award and during the Contract term and any renewals thereof, Contractor must establish to the satisfaction of the Purchasing Agent that it meets or exceeds all requirements

of the bid and any applicable laws, including but not limited to, permits, insurance coverage, licensing, proof of coverage for workman's compensation, and shall provide such proof as required by the Purchasing Agent. Failure to do so may constitute grounds for the County to cancel or suspend this contract, in whole or in part, or to take any other action deemed necessary by the Purchasing Agent.

The Contractor further warrants and guarantees:

- i. His/Her/Its products against defective material or workmanship and to repair or replace any damages or marring occasioned in transit.
- ii. To furnish adequate protection from damage for all work and repair damages of any kind for which he or his workmen are responsible, to the building or equipment, to his own work, or to the work of other successful bidders.
- iii. To carry adequate insurance to protect the County from loss in case of accident, fire, theft, etc.
- iv. That all deliveries will be equal to the accepted bid sample.
- v. That the equipment delivered is standard, new, latest model of regular stock product or as required by the specifications; also that no attachment or part has been substituted or applied contrary to manufacturer's recommendations and standard practice. Every unit delivered must be guaranteed against faulty material and workmanship for a period of at least one year from date of delivery. If during this period such faults develop, the successful bidder agrees to replace the unit or the part affected without cost to the County. Any merchandise provided under the contract which is or becomes defective during the guarantee period shall be replaced by the successful bidder free of charge with the specific understanding that all replacements shall carry the same guarantee as the original equipment. The successful bidder shall make any such replacement immediately upon receiving notice from the County.
- vi. That all manufacturers product warranties and guarantees shall be furnished to the County, and that the County's rights thereunder shall not be in any way impaired or limited.

## GENERAL

**72. APPLICABILITY** In addition to the terms contained in **Part I (General - All Procurements)**, the terms contained in **Part II (Software & Technology Procurements)** apply to software and technology procurements.

## 73. DEFINITIONS - Part II

**DOCUMENTATION** The complete set of manuals (e.g. user, installation, instruction or diagnostic manuals) in either hard or electronic copy, necessary to enable an Authorized User to properly test, install, operate and enjoy full use of the Product in accordance with the license rights.

**ENTERPRISE** The business operations in the United States of a Licensee or Enterprise Participant, without regard to geographic location where such operations are performed or the entity actually performing such operations on behalf of Licensee or Enterprise Participant. For the County of New York

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York, "business operations" shall be defined as the business operations of all Agencies, as defined in Part I.

**ENTERPRISE LICENSE** A contract which grants Enterprise Participants unlimited license rights to access, use and/or execute Product within the Enterprise.

**ENTERPRISE PARTICIPANTS** One or more Licensees, as defined in Part I, participating in an Enterprise License.

**LICENSE EFFECTIVE DATE** The date Product is delivered to an Authorized User. Where a License involves Licensees right to copy a previously licensed and delivered Master Copy of a Program, the license effective date for additional copies shall be deemed to be the date on which the Purchase Order is executed.

**LOGICAL PARTITION** A subset of the processing power within a CEC which has been divided through hardware and/or software means (i.e. *Processor Resources/System Manager [PR/SM]*) so as to limit the total processing power which is accessible by an operating system image by individual users or individual software products.

**OBJECT CODE** The machine executable code that can be directly executed by a computers central processing unit(s).

**PHYSICAL PARTITION** A subset of the processing power within a CEC which has been derived through hardware means so as to limit the total processing power accessible by an operating system image by individual users or individual Products.

**SITE** The location (street address) where Product will be executed.

**SOURCE CODE** The programming statements or instructions written and expressed in any language understandable by a human being skilled in the art which are translated by a language compiler to produce executable machine Object Code.

**TERMS OF LICENSE** The terms and conditions set forth in the Contract which are in effect and applicable to a Product order at the time of order placement, and only such additional terms as are consistent therewith or more advantageous to the Authorized User as are set forth on the individual Product order form executed and approved by both Authorized User and Contractor.

**VIRUS** Any computer code, whether or not written or conceived by Contractor, which disrupts, disables, harms, or otherwise impedes in any manner the operation of the Product, or any other associated software, firmware, hardware, or computer system (such as local area or wide-area networks), including aesthetic disruptions or distortions, but does not include security keys or other such devices installed by Product manufacturer.

## **TERMS AND CONDITIONS**

**74. SOFTWARE LICENSE GRANT** *Unless otherwise set forth in the Bid Specifications or Contract, where Product is acquired on a licensed based the following shall constitute the license grant:*

**(a) License Scope** Licensee is granted a non-exclusive, perpetual license to use, execute, reproduce, display, perform, or merge the Product with other product within its business enterprise in the United States. Licensee shall have the right to use and distribute modifications or customizations of the Product to and for use by any Authorized Users otherwise licensed to use the product, provided that any modifications, however extensive, shall not diminish manufacturers proprietary title or interest. No license, right or interest in any trademark, trade name, or service mark is granted hereunder.

**(b) License Term** The license term shall commence upon the License Effective Date. Where the terms of license permit licensing on a non-perpetual basis, the license term stated in the Contract shall be extended by the time periods allowed for testing and acceptance.

**(c) Licensed Documentation** Contractor hereby grants to Licensee a perpetual license right to make, reproduce (including downloading electronic copies of the Product) and distribute, either electronically or otherwise, copies of Product Documentation as necessary to enjoy full use of the Product. If commercially available, Licensee shall have the option to require the Contractor to deliver, at Contractors expense: a) One (1) hard copy and One (1) Master Electronic Copy of the Documentation in diskette or CD-ROM format; or b) hard copies of the Product Documentation by type of license in the following amounts, unless otherwise mutually agreed:

- Individual/Named User License – 1 copy per License
- Concurrent Users – 8 copies per site
- Processing Capacity – 8 copies per site

**(d) Product Use** Product may be accessed, used, executed, reproduced, displayed, performed by Licensee to service all Authorized Users of the machine on which Product is installed, up to the capacity measured by the applicable licensing unit stated in the terms of license (i.e. payroll size, number of employees, CPU, MIPS, MSU, concurrent user, workstation).

**(e) Permitted License Transfers** As Licensee's business operations may be altered, expanded or diminished, licenses granted hereunder may be transferred or combined for use at an alternative or consolidated Authorized User site not originally specified in the license, including transfers between Agencies ("permitted license transfers"). Licensee(s) do not have to obtain the approval of Contractor for permitted license transfers, but must give thirty (30) days prior written notice to Contractor of such move(s) and certify in writing that the Product is not in use at the prior site. There shall be no additional license or other transfer fees due Contractor, provided that: i) the maximum capacity of the consolidated machine is equal to the combined individual license capacity of all licenses running at the consolidated or transferred site. (e.g., named users, seats, or MIPS); and ii) that, if the maximum capacity of the consolidated machine is greater than the individual license capacity being transferred, a logical or physical partition or other means of restricting access will be maintained within the computer system so as to restrict use and access to the Product to that unit of licensed capacity solely dedicated to beneficial use for Licensee.

**(f) Restricted Use By Outsourcers / Facilities Management, Service Bureaus / or Other Third Parties** Outsourcers, facilities management or service bureaus retained by Licensee shall have the right to use the Product to maintain Licensee's business operations, including data processing, for the time period that they are engaged in such activities, provided



that: 1) Licensee gives notice to Contractor of such party, site of intended use of the Product, and means of access; and 2) such party has executed, or agrees to execute, the Product manufacturers standard nondisclosure or restricted use agreement which executed agreement shall be accepted by the Contractor ("NonDisclosure Agreement"); and 3) if such party is engaged in the business of facility management, outsourcing, service bureau or other services, such third party will maintain a logical or physical partition within its computer system so as to restrict use and access to the program to that portion solely dedicated to beneficial use for Licensee. In no event shall Licensee assume any liability for third partys compliance with the terms of the Non-Disclosure Agreement, nor shall the Non-Disclosure Agreement create or impose any liabilities on the County or Licensee.

Any third party with whom a Licensee has a relationship for a state function or business operation, shall have the temporary right to use Product (using, for example, but not limited to, JAVA Applets), provided that such use shall be limited to the time period during which the third party is using the Product for the stated function or business activity.

**(g) Archival Back-Up and Disaster Recovery** Licensee may use and copy the Product and related Documentation in connection with: 1) reproducing a reasonable number of copies of the Product for archival backup and disaster recovery procedures in the event of destruction or corruption of the Product or disasters or emergencies which require Licensee to restore backup(s) or to initiate disaster recovery procedures for its platform or operating systems; 2) reproducing a reasonable number of copies of the Product and related documentation for cold site storage. "Cold Site" storage shall be defined as a restorable back-up copy of the Product not to be installed until and alter the declaration by the Licensee of a disaster; 3) reproducing a back-up copy of the Product to run for a reasonable period of time in conjunction with a documented consolidation or transfer otherwise allowed under paragraph (F) above. "Disaster Recovery" shall be defined as the installation and storage of Product in ready-to-execute, back-up computer systems prior to disaster or breakdown which is not used for active production or development.

**(h) Confidentiality Restrictions** The Product is a trade secret and proprietary product. Licensee and its employees will keep the Product strictly confidential, and Licensee will not disclose or otherwise distribute or reproduce any Product to anyone other than as authorized under the terms of license. Licensee will not remove or destroy any proprietary markings of Contractor.

**(i) Restricted Use by Licensee** Except as expressly authorized by the terms of license, Licensee shall not:

- a. Copy the Product;
- b. Cause or permit reverse compilation or reverse assembly of all or any portion of the Product;
- c. Distribute, disclose, market, rent, lease or transfer to any third party any portion of the Product or the Documentation, or use the Product or Documentation in any service bureau arrangement;
- d. Disclose the results of Product performance benchmarks to any third party who is not an Authorized User without prior notice to Contractor;

- e. Export the Licensed Software in violation of any U.S. Department of Commerce export administration regulations.

**75. ENTERPRISE LICENSE OPTION FOR SOFTWARE** Multiple Authorized Users may license any Product offered under the Contract on behalf of their collective business operations. An Enterprise License shall incorporate the terms set forth in this Part II and the pricing set forth in the Contract, and additionally the following terms:

**(a) Enterprise – Defined** Any Authorized User may be an Enterprise Participant. Enterprise Participants will be enumerated in the Enterprise License, including: i) contact name, ship to and main billing address of each Enterprise Participant, ii) street address of the included End User sites of each Enterprise Participant. The originally defined Enterprise may be modified at any time thereafter, including deletion or addition of Enterprise Participants, sites ownership to locations, provided that Contractor is given written notice and that any additional capacity required by such addition is licensed in accordance with the Enterprise License terms.

**(b) Product Use** Product licensed under this Enterprise Option shall be licensed with the rights set forth in this Part II, without reference to a specific designated system or Licensee, up to the maximum licensed capacity. Product may be used and freely transferable anywhere within the defined Enterprise, including higher or lower performance machines, and Enterprise Participants will not incur an increase in license, support or other charges provided that the aggregate utilization of the Product does not exceed the aggregate Enterprise Licensed capacity.

**(c) Submission of Orders, Billing and Usage Reporting** An Enterprise may be established for order placement and billing as either a “single” or “multiple” point of contact, at Licensees option. Where designated as a “single”, one Enterprise Participant shall be designated as the lead agency and central point for submission of Purchase Orders, usage reporting and billing. Where designated as “multiple” point of contact, each designated Enterprise Participant shall be responsible for submission of Purchase Orders, reporting and billing with regard to its use of Enterprise Licensed Product. For either single or multiple point of contact Enterprises, a) Contractor agrees to hold each Enterprise Participant solely responsible for payment and performance; and b) Contractor shall be responsible for furnishing an annual report to each designated point of contact summarizing overall Enterprise License activity for the preceding twelve months.

**(d) Shipping / Delivery** Contractor shall be responsible for delivery of Master Copies of Enterprise Licensed Product and documentation to Enterprise Participants. Within either “Single” or “Multiple” Enterprise Licenses, shipping and delivery of Master Copies of Product and Documentation shall be the responsibility of Contractor to each “ship to” location specified on the Purchase Order(s). Distribution and installation of Enterprise Licensed Product to End Users at a site shall be the responsibility of the Licensee.

**(e) Enterprise Operating Systems** Unless otherwise specified by the parties, up to ten (10) hardware/operating system combinations for Product shall be included at no additional charge. The initial ten hardware/operating systems may be specified at any time within five (5) years of the Enterprise License effective date. Additional hardware/operating systems beyond the initial ten (10) may be specified at anytime by the Enterprise, however if additional copies

of Product are required for hardware/operating systems beyond the initial ten, the cost for such systems will be as mutually agreed between the parties.

**(f) Product Acceptance** Each Enterprise Participant shall have a right of acceptance, as set forth above in this Part II, only for the first copy of Product for its site(s).

**(g) Enterprise Fees** Enterprise License Fees shall be set forth in the Contract. Notwithstanding the foregoing, the Product license fees for additional copies or units of capacity for Enterprise licensed Product shall not increase by more than six percent (6%) annually each year during the Enterprise License term. Contractor may offer additional discounts/incentives for Enterprise Participants as may be mutually agreed between the parties. Enterprise Participants shall be entitled to aggregate the volume of all Enterprise Participants for purposes of establishing any applicable discounts under the Contract, and Enterprise Licensed Volume shall be aggregated with volume of non-Enterprise Licensed Product otherwise purchased under the centralized Contract. Upon termination of the Enterprise, Enterprise Participants have the right to acquire additional capacity or users at the Enterprise License price for twelve months after the termination of the Enterprise License.

**(h) Technical Support** Unless otherwise mutually agreed, technical support is optional and may be elected individually by Product by each Enterprise Participant. Where an Enterprise Participant is under a current maintenance or technical support contract, such Enterprise Participant shall be entitled to credit any support paid covering any portion of the Enterprise License Term to the fees due under the Enterprise license.

Enterprise Participants shall have the right to partially or wholly de-support a subset of unused Enterprise licensed capacity upon written notice to Contractor at the end of any then - current technical support term without penalty or charge. The capacity for a Program license which has been de-supported must remain inactive and may not be used within the Enterprise unless technical support for such capacity has been reinstated. In the event of de-support, Contractor reserves the right to reasonably determine compatibility of future releases or new programs prior to shipment.

**(i) Merger of Two or More Enterprises** Two or more Enterprises may be merged to form a larger Enterprise for the purpose of sharing and exchanging data at no additional license fee provided that participants give Contractor notice of such merger and that the combined capacity does not exceed the maximum capacity of the individual licenses.

**(j) "Nested" Enterprises** Individual Enterprise License participant(s) may license additional capacity or products for the specific use of a subset of the larger enterprise. Said participant(s) must certify in writing to Contractor that such use is only by the enumerated subset of participants.

**(k) Default** A default by any Enterprise Participant shall entitle the Contractor to the remedies against such participant under the Contract, but shall not be deemed a default by the remaining non-defaulting Enterprise Participants.

**76. PRODUCT ACCEPTANCE** Unless otherwise provided in the Bid Specifications, the County and/or Authorized User(s) shall have sixty (60) days from delivery to accept Product. Failure to provide notice of acceptance or rejection by the end of the period provided for under this clause would constitute acceptance by the County or Authorized User(s) as of the expiration of that period.

Unless otherwise provided in the Bid Specifications, The County or Authorized User shall have the option to run acceptance testing on the Product prior to acceptance, such tests and data sets to be specified by User. Where using its own data or tests, The County or Authorized User must have the tests or representative set of data available upon delivery. This demonstration will take the form of a documented installation test, capable of observation by the County or Authorized User, and shall be made part of the Contractors standard documentation. The test data shall remain accessible to the County or Authorized User after completion of the test.

In the event that the documented installation test cannot be completed successfully within sixty (60) days from delivery, and the Contractor or Product is responsible for the delay, The County or Authorized User shall have the option to cancel the order in whole or in part, or to extend the testing period for another sixty (60) day increment. The County or Authorized User shall notify Contractor of acceptance upon successful completion of the documented installation test. Such cancellation shall not give rise to any cause of action against the County or Authorized User for damages, loss of profits, expenses, or other remuneration of any kind.

Costs and liabilities associated with a failure of the Product to perform in accordance with the functionality tests or product specifications during the acceptance period shall be borne fully by Contractor to the extent that said costs or liabilities shall not have been caused by negligent or willful acts or omissions of the The County or Authorized Users agents or employees. Said costs shall be limited to fees paid to Contractor, if any, or any liability for costs incurred at the direction or recommendation of Contractor.

**77. AUDIT OF LICENSED PRODUCT USAGE** Contractor shall have the right to periodically audit, at its expense, use of licensed Product at any site where a copy of the Product resides provided that: i) Contractor gives Licensee or Enterprise Participants at least thirty (30) days advance notice, ii) such audit is conducted during such party's normal business hours iii) each Licensee or Enterprise Participant is entitled to designate a representative who shall be entitled to participant and simultaneously review all information obtained by the audit, and shall be entitled to copies of all reports, data or information obtained by the Contractor; and iv) if the audit shows that such party is not in compliance such party shall be liable for the unlicensed capacity and shall be required to purchase the additional units or rights necessary to bring it into compliance.

**78. OWNERSHIP / TITLE TO CUSTOM PRODUCTS OR PROGRAMMING** Where contract deliverables include custom products or programming, title, rights and interests to such Product(s) shall be determined as follows:

**(a) Definitions**

**Product** For purposes of this section, the term "Product" shall have the meaning set forth in Part I of these *General Specifications*, which includes, but is not limited to: software applications or programming, programming tools, documentation (including user or training manuals), modules, interfaces, templates, and other elements such as utilities, subroutines, algorithms, formulas, source code, object code, reports, drawings, or data.

**"Existing Product"** is defined as any proprietary material(s) existing or developed independently and not at the expense of Licensee.

**“Custom Product”** is defined as any material(s), exclusive of Existing Product, created, prepared, written, compiled or developed by Contractor, or anyone acting on his behalf for The County or Authorized User pursuant to the Contract.

**(b) Contractor or Third Party Manufacturers Title to Existing Product** Title to Existing Product(s) does not transfer. With respect to such Existing Product(s), whether embedded in or operating in conjunction with Custom Product, Contractor warrants: a) all right, title and interest in Contractor's Existing Product(s); or b) all license rights, title and interest in third party Existing Product(s), which include the right to grant to The County or Authorized User an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s). Contractor hereby grants a irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, and distribute Existing Product(s) embedded in or transferred for use in conjunction with Custom Product(s). The Licensee agrees to reproduce the copyright notice and any other legend of ownership on any copies made under the license granted under this paragraph prior to distribution or use.

**(c) Title to Custom Product** Title to Custom Product(s), excluding Existing Product, shall be deemed the sole and exclusive property of the County or Authorized User, who shall have all right, title and interest (including ownership and copyrights). For the purposes of the federal copyright law, execution of this contract shall constitute an assignment of all right, title and interest in the Custom Product(s) by Contractor to the County or Authorized User. The County or Authorized User, in its sole discretion, reserves the right to sell Custom Product or to license them on an exclusive or non-exclusive basis to Contractor or other Third Parties. Contractor hereby agrees to take all necessary and appropriate steps to ensure that Custom Product is protected against unauthorized use, execution, reproduction, display, performance, or distribution by or through Contractor, its partners or agents. Notwithstanding this reservation of title, Contractor shall not be precluded from using the related or underlying general knowledge, skills and experience developed in the course of providing the Custom Product in the course of Contractor's business.

**(d) Acquisitions Funded By Tax Exempt Financing** In addition to the foregoing rights under a, b and c, the sale or licensing of Custom Product or rights therein shall not occur until such Product or rights are or become useable, and shall be at fair market value which shall be determined at the time of sale or licensing. Any such transfer shall be pursuant to a separate written agreement. If the Contract deliverables are to be funded through tax exempt financing, the County or Authorized User may assign to a Trustee or other entity for security purposes County or Authorized Users ownership and license rights in Custom and Existing Products. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

**(e) Other Acquisitions (Not Funded by Tax Exempt Financing)** In addition to the rights set forth above (paragraphs “a”, “b” and “c”), the County or Authorized User reserves the right to transfer any or all rights to Custom Materials on an exclusive or non-exclusive basis. Where such transfer (sale or licensing) is provided in the Bid Specifications, Contractor shall include a purchase price for such rights in its bid. Such price shall be offered as a deduction from Contractor's overall Bid or Project Bid price, and shall be weighted as set forth in the bid evaluation criteria, if any. Such rights shall transfer to the successful Bidder/Contractor upon successful completion and acceptance by the County or Authorized User of all contract deliverables. Contractor will cooperate with the County or Authorized User to execute such other documents as may be appropriate to achieve the objectives of this paragraph.

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**79. PROOF OF LICENSE** The Contractor must provide to each Licensee who places a Product order either: a) the Product manufacturer's certified License Confirmation Certificates in the name of each such Licensee; or b) a written confirmation from the Product manufacturer accepting Contractors Product invoice as proof of license. Bidder or Contractor shall submit a sample manufacturers certificate, or alternatively such written confirmation from the manufacturer, with the Bid or Contract. Such certificates must be in a form acceptable to the Licensee.

**80. PRODUCT VERSION** Product orders shall be deemed to reference Manufacturers most recently released model or version of the Product at time of delivery, unless an earlier model or version is specifically requested in writing by the County or Authorized User and Contractor is willing to provide such version.

**81. MIGRATION TO CENTRALIZED CONTRACT** The County or Authorized User may obtain additional Product authorized under this contract, (e.g., licensed capacity upgrades, new releases, documentation, maintenance, consulting or training) whether or not Product was initially obtained independently of this contract. The County or Authorized Users election to obtain additional Product shall not operate to diminish, alter or extinguish rights previously granted.

**82. NOTICE OF PRODUCT DISCONTINUANCE** In the event that a Product manufacturer proposes to discontinue maintenance or support for Product, Contractor shall (1) notify the County and each Authorized User in writing of the intended discontinuance, and (2) continue to provide maintenance and support for the greater of: a) the best terms offered by Contractor to any other customer, or b) not less than eighteen (18) months from the date of notice, and (3) at The County or Authorized Users option, either a) provided that the County or Authorized User is under maintenance, provide the County or Authorized User with either a Product replacement with equivalent functionality at no additional charge, or b) provide County or Authorized User with the source code for Licensed Product at no additional charge to enable it to continue use and maintenance of the Product.

**83. REINSTATEMENT OF MAINTENANCE** The County or Authorized User shall not be required to purchase maintenance for use of Product, and may discontinue maintenance at the end of any current maintenance term upon written notice to Contractor. In the event that The County or Authorized User discontinues maintenance of licensed Product, it may, at any time thereafter, reinstate maintenance for Product without any additional penalties or other charges, by paying Contractor at rates which would have been due under the contract for the period of time that such maintenance had lapsed, or for twelve months, whichever is less.

**84. NO HARDSTOP / PASSIVE LICENSE MONITORING** Contractor hereby represents, warrants and covenants that the Product and all Upgrades do not and will not contain any computer code that would disable the Product or Upgrades or impair in any way its operation based on the elapsing of a period of time, exceeding an authorized number of copies, advancement to a particular date or other numeral, or other similar self-destruct mechanisms (sometimes referred to as "time bombs", "time locks", or "drop dead" devices) or that would permit Contractor to access the Product to cause such disablement or impairment (sometimes referred to as a "trap door" device). Contractor agrees that in the event of a breach or alleged breach of this provision that The County or Authorized User shall not have an adequate remedy at law, including monetary damages, and that The County or Authorized User shall consequently be entitled to seek a temporary restraining order, injunction, or other form of equitable relief against the continuance of such breach, in addition to any and all remedies to which The County or Authorized User shall be entitled.

**85. ADDITIONAL WARRANTIES / GUARANTEES** Where Contractor or Product manufacturer offers additional or more advantageous warranties than set forth herein, Contractor shall offer or pass through any additional or more advantageous warranties to The County or Authorized Users. In addition to the "Warranties/Guarantees" set forth in Part I, Contractor makes the following warranties.

**(a) Product Performance Warranty** Contractor represents and warrants that the Products delivered pursuant to this contract conform to the manufacturers specifications, performance standards, and documentation and that the documentation fully describes the proper procedure for using the Products in an efficient manner. Contractor does not warrant that software is error-free.

In the event that Contractor does not remedy a substantial breach of this warranty within the cure period, Licensee shall also have the right to terminate any payments due Contractor, with a refund of the any fees prospectively paid from the date of breach.

**(b) Year 2000 Warranty** For all procurements of Product, Contractor must furnish a warranty statement in accordance with the NYS Standard Year 2000 Warranty Compliance Statement set forth in Part I at the time of bid for agency specific contracts or product order for centralized contracts.

**(c) Virus Warranty** Contractor represents and warrants that Licensed Software contains no known viruses. Bidder is not responsible for viruses introduced at Licensees site. For purposes of this provision, "Virus" shall have the meaning set forth in Part II, "Definitions".

A breach of any of the foregoing shall be deemed a material breach of the Contract or any License granted thereunder. The defaulting party shall be given written notice of a warranty breach under this section and shall have a thirty (30) day period to cure such breach.

**86. INDEMINIFICATION THE WARRANTIES SET FORTH IN THESE GENERAL SPECIFICATIONS (PARTS I and II) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.**

Contractor shall defend, indemnify and save harmless the County and Authorized Users from suits, actions, claims, damages and costs arising under or connected to Contractors actions, and except where express loss liabilities set forth elsewhere in the Contract provide for a higher loss limitation liability than as set forth in this paragraph, or where such express provisions impose Contractor liability on "without limitation", the total liability of Contractor for such claim(s), regardless of the nature and basis for the claim, shall not exceed two (2) times the fees paid for the applicable Product. For any suit, action, claim, damages or costs arising under or are connected to personal injury or property damage, or breach of the title, patent and copyright warranties, Contractor shall be fully liable without limitation.

The County or Authorized User may retain such moneys from the amount due Contractor as may be necessary to satisfy any claim for damages, costs and the like asserted by or against the County or Authorized User, provided however, that Contractor shall not indemnify each such entity to the extent that any claim, loss or damages arising hereunder is caused by the negligence act or failure to act of said entity.

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**87. SOURCE CODE ESCROW FOR LICENSED PRODUCTS** If source code or source code escrow is offered by either Contractor or Product manufacturer/developer to any other commercial customers, Contractor either: i) will provide Licensee with the Source Code for the Product; or ii) place the Source Code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the County, and who shall be directed to release the deposited Source Code in accordance with a standard escrow agreement acceptable to the County, or iii) will certify to the County that the Product manufacturer/developer has named the County, and the Licensee, as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the County and Licensee, and who shall be directed to release the deposited Source Code in accordance with the terms of escrow. Source Code, as well as any corrections or enhancements to such source code, shall be updated for each new release of the Product in the same manner as provided above. Contractor shall identify the escrow agent upon commencement of the contract term and shall certify annually that the escrow remains in effect in compliance with the terms of this paragraph.

The County may release the Source Code to Licensees under this Contract who have licensed Product or obtained services, who may use such copy of the Source Code to maintain the Product.

END OF SECTION 00 70 20



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**SECTION 00 80 00  
NEW YORK STATE PREVAILING WAGE  
PREVAILING RATE CASE NUMBER (PRC#) 2013004531**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 00 80 10 PW 200 – Notice of Completion/Cancellation of Contract
- B. 00 80 20 General Provisions of Laws Covering Workers on Article 8 Public Work Contracts
- C. 00 80 30 PW 16 – Notice of Contract Award
- D. 00 80 40 Prevailing Wage Required Notices and Postings
- E. 00 80 50 PW 30R – Employer Registration for Use of 4 Day / 10 Hour Work Schedule
- F. 00 80 60 Prevailing Rate Schedule
- G. 00 80 70 PW 39 – Request for Wage and Supplement Information
- H. 00 80 80 New York State Department of Labor (DOL) Public Work Debarment List

**1.02 SUMMARY**

- A. The County's Public Safety Remote Communications System Electrical Contractor Services Project is subject to the terms and conditions of Article 8 – Construction, of the New York State DOL laws and regulations.

**PART 2 – INSTRUCTIONS AND NOTICES**

**2.01 INSTRUCTIONS**

- A. Bidders shall carefully read and comply with all terms and conditions of the New York State prevailing wage for Essex County, New York.

**2.02 NOTICES**

- A. The New York State DOL prevailing wage schedules run from July through June each calendar year.



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Essex County

Donna Thompson, Sr Purchasing Clerk  
7551 Court St  
Elizabethtown NY 12932

Schedule Year 2012 through 2013  
Date Requested 05/17/2013  
PRC# 2013004531

Location various

Project ID#

Project Type Electrical Contractor Services for the Public Safety Radio Communications Project

### PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2012 through June 2013. 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.state.ny.us](http://www.labor.state.ny.us). Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

#### NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: \_\_\_\_\_ Date Cancelled: \_\_\_\_\_

Name & Title of Representative: \_\_\_\_\_

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



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

## **Introduction**

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

## **Responsibilities of the Department of Jurisdiction**

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

## **Hours**

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the "[4 Day / 10 Hour Work Schedule](#)" form (PW 30R).

## **Wages and Supplements**

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website [www.labor.state.ny.us](http://www.labor.state.ny.us).

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.state.ny.us](http://www.labor.state.ny.us).

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.state.ny.us](http://www.labor.state.ny.us).

## **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 project's date of completion. 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.

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

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

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

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

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

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

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

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

### **Withholding of Payments**

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

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

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

### **Summary of Notice Posting Requirements**

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

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

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

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

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

## **Apprentices**

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

## **Interest and Penalties**

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

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

## **Debarment**

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

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

## **Criminal Sanctions**

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

## **Discrimination**

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

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

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

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

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

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

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

### **Workers' Compensation**

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

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

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

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

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

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

### **Unemployment Insurance**

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



Andrew M. Cuomo, Governor

Peter M. Rivera, Commissioner

Essex County

Donna Thompson, Sr Purchasing Clerk  
7551 Court St  
Elizabethtown NY 12932

Schedule Year 2012 through 2013  
Date Requested 05/17/2013  
PRC# 2013004531

Location various  
Project ID#  
Project Type Electrical Contractor Services for the Public Safety Radio Communications Project

### Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

### Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

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





# IMPORTANT NOTICE

FOR

## CONTRACTORS & CONTRACTING AGENCIES

### **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' concerns with regard to 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.*

**NOTE:** This change does not affect the Department's ability to request and receive the entire social security number from employers during the course of its public work / prevailing wage investigations.

**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 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.

# **Construction Industry Fair Play Act**

## **Required Posting For Labor Law Article 25-B § 861-d**

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site.

Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense.

The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, [www.labor.ny.gov](http://www.labor.ny.gov).

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.state.ny.us](mailto:dol.misclassified@labor.state.ny.us) .



New York State 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 such as
  - unemployment benefits, if 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 required by New York State and Federal Law.

**Penalties** for paying 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, 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 1(866)435-1499 or send an email to [dol.misclassified@labor.state.ny.us](mailto:dol.misclassified@labor.state.ny.us). All complaints of fraud and violations are taken seriously and you can remain anonymous.**

**Employer Name:**

# WORKER NOTIFICATION

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

***Effective February 24, 2008***

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

\* In the event that the required information will not fit on the pay stub, an accompanying sheet or attachment of the information will suffice.



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.

Chapter 629 of  
the Labor Laws  
of 2007:

**These wages are set by law and must be posted  
at the work site. They can also be found at:**  
[www.labor.ny.gov](http://www.labor.ny.gov)

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 775-3568	White Plains	(914) 997-9507
Newburgh	(845) 568-5287		

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

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

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





# **OSHA 10-hour Construction Safety and Health Course – S1537-A**

*Effective July 18, 2008*

This provision is an addition to the existing prevailing wage rate law, Labor Law §220, section 220-h. It requires that on all public work projects of at least \$250,000.00, all laborers, workers and mechanics working on the site, be certified as having successfully completed the OSHA 10-hour construction safety and health course. It further requires that the advertised bids and contracts for every public work contract of at least \$250,000.00, contain a provision of this requirement.

***NOTE: The OSHA 10 Legislation only applies to workers on a public work project that are required, under Article 8, to receive the prevailing wage.***

## **Where to find OSHA 10-hour Construction Course**

1. NYS Department of Labor website for scheduled outreach training at:

[www.labor.state.ny.us/workerprotection/safetyhealth/DOSH\\_ONSITE\\_CONSULTATION.shtm](http://www.labor.state.ny.us/workerprotection/safetyhealth/DOSH_ONSITE_CONSULTATION.shtm)

2. OSHA Training Institute Education Centers:

### **Rochester Institute of Technology OSHA Education Center**

Rochester, NY

Donna Winter

Fax (585) 475-6292

e-mail: [dlwtpo@rit.edu](mailto:dlwtpo@rit.edu)

(866) 385-7470 Ext. 2919

[www.rit.edu/~outreach/course.php3?CourseID=54](http://www.rit.edu/~outreach/course.php3?CourseID=54)

### **Atlantic OSHA Training Center**

UMDNJ – School of Public Health

Piscataway, NJ

Janet Crooks

Fax (732) 235-9460

e-mail: [crooksje@umdnj.edu](mailto:crooksje@umdnj.edu)

(732) 235-9455

<https://ophs.umdj.edu/wconnect/ShowSchedule.awp?~~GROUP~AOTCON~10~>

### **Atlantic OSHA Training Center**

University at Buffalo

Buffalo, New York

Joe Syracuse

Fax (716) 829-2806

e-mail: <mailto:japs@buffalo.edu>

(716) 829-2125

[http://www.smbs.buffalo.edu/CENTERS/trc/schedule\\_OSHA.php](http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php)

### **Keene State College**

Manchester, NH

Leslie Singleton

e-mail: [lsingleton@keene.edu](mailto:lsingleton@keene.edu)

(800) 449-6742

[www.keene.edu/courses/print/courses\\_oshacfm](http://www.keene.edu/courses/print/courses_oshacfm)

3. List of trainers and training schedules for OSHA outreach training at:

[www.OutreachTrainers.org](http://www.OutreachTrainers.org)

# Requirements for OSHA 10 Compliance

Chapter 282 of the Laws of 2007, codified as Labor Law 220-h took effect on July 18, 2008. The statute provides as follows:

The advertised specifications for every contract for public work of \$250,000.00 or more 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 518-485-5696.

# WICKS Reform 2008

(For all contracts advertised or solicited for bid on or after 7/1/08)

- Raises the threshold for public work projects subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work. The total project's threshold would increase from \$50,000 to: \$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 work 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 use of a Project Labor Agreement (PLA), and must be open to public inspection.
- Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.
- The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.
- Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.
- Reduces from 15 to 7 days the period in which contractors must pay subcontractors.

## **IMPORTANT INFORMATION**

### **Regarding Use of Form PW30R**

**“Employer Registration for Use of 4 Day / 10 Hour Work Schedule”**

### **To use the ‘4 Day / 10 Hour Work Schedule’:**

There **MUST** be a *Dispensation of Hours (PW30)* in place on the project

***AND***

You **MUST** register your intent to work 4 / 10 hour days, by completing the PW30R Form.

### ***REMEMBER...***

The ‘4 Day / 10 Hour Work Schedule’ applies **ONLY** to Job Classifications and Counties listed on the PW30R Form.

Do not write in any additional Classifications or Counties.

**(Please note :** For each Job Classification check the individual wage schedule for specific details regarding their 4/10 hour day posting.)

# Instructions for Completing Form PW30R

## “Employer Registration for Use of 4 Day / 10 Hour Work Schedule”

### ***Before completing Form PW30R check to be sure ...***

- There is a *Dispensation of Hours* in place on the project.
- The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.
- The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

### **Instructions (Type or Print legibly):**

#### Contractor Information:

- Enter the Legal Name of the business, FEIN, Street Address, City, State, Zip Code; the Company's Phone and Fax numbers; and the Company's email address (if applicable)
- Enter the Name of a Contact Person for the Company along with their Phone and Fax numbers, and the personal email address (if applicable)

#### Project Information:

- Enter the Prevailing Rate Case number (PRC#) assigned to this project
- Enter the Project Name / Type (i.e. Smithtown CSD – Replacement of HS Roof)
- Enter the Exact Location of Project (i.e. Smithtown HS, 143 County Route #2, Smithtown, NY; Bldgs. 1 & 2)
- If you are a Subcontractor, enter the name of the Prime Contractor for which you work
- On the Checklist of Job Classifications -
  - Go to pages 2 and 3 of the form
  - Place a checkmark in the box to the right of the Job Classification you are choosing
  - Mark all Job Classifications that apply

\*\*\*Do not write in any additional Classifications or Counties.\*\*\*

#### Requestor Information:

- Enter the name of the person submitting the registration, their title with the company, and the date the registration is filled out

#### Return Completed Form:

- **Mail** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work, SOBC – Bldg.12 – Rm.130, Albany, NY 12240 **-OR-**
- **Fax** the completed PW30R form (3 pages) to: NYSDOL Bureau of Public Work at (518)485-1870



**New York State Department of Labor**  
**Bureau of Public Work**  
W. Averell Harriman State Office Campus  
Building 12 - Room 130  
Albany, New York 12240  
Phone - (518) 457-5589 Fax - (518) 485-1870

## Employer Registration for Use of 4 Day / 10 Hour Work Schedule

*Before completing Form PW30R check to be sure ...*

There is a *Dispensation of Hours* in place on the project.

The 4 Day / 10 Hour Work Schedule applies to the Job Classifications you will be using.

The 4 Day / 10 Hour Work Schedule applies to the County / Counties where the work will take place.

### Please Type or Print the Requested Information

*When completed ...*

Mail to NYSDOL Bureau of Public Work, SOBC, Bldg. 12, Rm.130, Albany, NY 12240

-or-

Fax to NYSDOL Bureau of Public Work at (518) 485-1870

### Contractor Information

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

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

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

Phone Number \_\_\_\_\_ Fax Number: \_\_\_\_\_ Email Address: \_\_\_\_\_

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

Phone No: \_\_\_\_\_ Fax No: \_\_\_\_\_ Email: \_\_\_\_\_

### Project Information

Project PRC#: \_\_\_\_\_ Project Name/Type: \_\_\_\_\_

Exact Location  
of Project: \_\_\_\_\_ County: \_\_\_\_\_

(If you are Subcontractor)

Prime Contractor Name: \_\_\_\_\_

Job Classification(s) to Work 4/10 Schedule: (Choose all that apply on Job Classification Checklist - Pages 2 & 3)  
\*\*\* Do not write in any additional Classifications or Counties\*\*\*

### Requestor Information

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

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



# Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

<b>Job Classification</b>	<b>Tag #</b>	<b>Applicable Counties</b>	<b>Check Box</b>
Carpenter - Building	1042	Clinton, Essex, Franklin	<input type="checkbox"/>
Carpenter - Building	370	Albany, Fulton, Greene, Montgomery, Rensselaer, Schenectady, Schoharie	<input type="checkbox"/>
Carpenter - Building	370Z2	Hamilton, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	370Z3	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370Saratoga	Saratoga	<input type="checkbox"/>
Carpenter - Heavy&Highway	370/1042H/H	Clinton, Essex, Franklin, Hamilton	<input type="checkbox"/>
Carpenter - Heavy&Highway	370H/H	Albany, Fulton, Montgomery, Rensselaer, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Carpenter - Building	85	Livingston, Monroe, Ontario, Wayne, Wyoming	<input type="checkbox"/>
Carpenter - Building	281B	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Heavy/Highway	281HH	Cayuga, Seneca, Yates	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	280	Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	9	Erie, Cattaraugus	<input type="checkbox"/>
Carpenter - Heavy&Highway	66h	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	66	Allegany, Chautauqua, Cattaraugus	<input type="checkbox"/>
Carpenter - Building	277 CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Building	277 JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Building	277 omh	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Building	277 On	Onondaga	<input type="checkbox"/>
Carpenter - Building	277 Os	Oswego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h CST	Cortland, Schuyler, Tompkins	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h JLS	Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h On	Onondaga	<input type="checkbox"/>
Carpenter - Building/Heavy&Highway	277CDO	Chenango, Delaware, Otsego	<input type="checkbox"/>
Carpenter - Heavy/Highway	277oneidah	Herkimer, Madison, Oneida	<input type="checkbox"/>
Carpenter - Heavy/Highway	277h Os	Oswego	<input type="checkbox"/>
Electrician	25m	Nassau, Suffolk	<input type="checkbox"/>
Electrician	43	Cayuga, Chenango, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego, Otsego, Tompkins, Wayne	<input type="checkbox"/>
Electrician	840Teledata and 840 Z1	Cayuga, Onondaga, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>

## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

<b>Job Classification</b>	<b>Tag #</b>	<b>Applicable Counties</b>	<b>Check Box</b>
Electrician	86	Genesee, Livingston, Monroe, Ontario, Orleans, Wayne, Wyoming	<input type="checkbox"/>
Electrician	910	Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence	<input type="checkbox"/>
Electrician Lineman	1049Line/Gas	Nassau, Suffolk	<input type="checkbox"/>
Electrician Lineman	1249a	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	<input type="checkbox"/>
Elevator Constructor	138	Columbia, Delaware, Dutchess, Greene, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester	<input type="checkbox"/>
Elevator Constructor	14	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Elevator Constructor	27	Chemung, Livingston, Monroe, Ontario, Schuyler, Seneca, Steuben, Wayne, Yates	<input type="checkbox"/>
Elevator Constructor	35	Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Oneida, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Elevator Constructor	62.1	Broome, Cayuga, Chenango, Cortland, Delaware, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>
Glazier	660	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming	<input type="checkbox"/>
Glazier	660r	<u>Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Niagara, Orleans, Wyoming</u>	<input type="checkbox"/>
Glazier	677.1	Jefferson, Lewis, Livingston, Monroe, Ontario, Seneca, St. Lawrence, Wayne, Yates	<input type="checkbox"/>
Glazier	667.Z-2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Glazier	677z3	Broome, Chemung, Chenango, Delaware, Otsego, Schuyler, Steuben, Tioga, Tompkins	<input type="checkbox"/>
Glazier	667r.2	Cayuga, Cortland, Herkimer, Madison, Oneida, Onondaga, Oswego	<input type="checkbox"/>
Insulator - Heat & Frost	30-Syracuse	Broome, Cayuga, Chemung, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Tioga, Tompkins	<input type="checkbox"/>

## Job Classification Checklist

(Place a checkmark by all classifications that will be using the 4/10 schedule)

\*\*\* Do not write in any additional Classifications or Counties\*\*\*

<b>Job Classification</b>	<b>Tag #</b>	<b>Applicable Counties</b>	<b>Check Box</b>
Laborers - Residential Deconstruction, Demolition	601	Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Clinton, Cortland, Delaware, Essex, Franklin, Genesee, Jefferson, Lewis, Livingston, Monroe, Onondaga, Ontario, Orleans, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Wayne, Wyoming, Yates	<input type="checkbox"/>
Laborer - Building	621b	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Laborer - Residential	621r	Allegany, Cattaraugus, Chautauqua	<input type="checkbox"/>
Mason - Building/Heavy&Highway	780	Bronx, Kings, Nassau, New York, Queens, Richmond, Suffolk	<input type="checkbox"/>
Operating Engineer - Heavy& Highway	832H	Allegany, Chemung, Genesee, Livingston, Monroe, Ontario, Schuyler, Steuben, Wayne, Yates	<input type="checkbox"/>
Operating Engineer - Heavy/Highway	137H/H	Putnam, Westchester	<input type="checkbox"/>
Painter	178 B	Broome, Chenango, Tioga	<input type="checkbox"/>
Painter	178 E	Chemung, Schuyler, Steuben	<input type="checkbox"/>
Painter	178 O	Delaware, Otsego	<input type="checkbox"/>
Painter	31	Cayuga, Herkimer, Lewis, Madison, Oneida, Onondaga, Ontario, Oswego, Seneca	<input type="checkbox"/>
Painter	38.O	Oswego	<input type="checkbox"/>
Painter	4-Buf,Nia,Olean	Allegany, Cattaraugus, Chautauqua, Erie, Genesee, Livingston, Niagara, Orleans, Steuben, Wyoming	<input type="checkbox"/>
Painter	4-Jamestown	Cattaraugus, Chautauqua	<input type="checkbox"/>
Painter	150	Livingston, Monroe, Ontario, Wayne, Yates	<input type="checkbox"/>
Sheetmetal Worker	46	Livingston, Monroe, Ontario, Seneca, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	294h/h	Albany, Columbia, Fulton, Greene, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington	<input type="checkbox"/>
Teamster - Heavy&Highway	317a.hh	Allegany, Cayuga, Cortland, Seneca, Steuben, Tompkins, Wayne, Yates	<input type="checkbox"/>
Teamster - Heavy&Highway	693.H/H	Broome, Chenango, Delaware, Otsego, Tioga	<input type="checkbox"/>
Teamster - Building/Heavy&Highway	456	Putnam, Westchester	<input type="checkbox"/>

## 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.

#### Paid Holidays

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

#### Overtime

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

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

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

#### Supplemental Benefits

Particular attention should be given to the supplemental benefit requirements. Although in most cases the payment or provision of supplements is for each hour worked, some classifications require the payment or provision of supplements for each hour paid (including paid holidays on which no work is performed) and/or may require supplements to be paid or provided at a premium rate for premium hours worked.

#### Effective Dates

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

#### Apprentice Training Ratios

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

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

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

Title (Trade)	Ratio
Boilermaker (Construction)	1:1,1:4
Boilermaker (Shop)	1:1,1:3
Carpenter (Bldg.,H&H, Pile Driver/Dockbuilder)	1:1,1:4
Carpenter (Residential)	1:1,1:3
Electrical (Outside) Lineman	1:1,1:2

Electrician (Inside)	1:1,1:3
Elevator/Escalator Construction & Modernizer	1:1,1:2
Glazier	1:1,1:3
Insulation & Asbestos Worker	1:1,1:3
Iron Worker	1:1,1:4
Laborer	1:1,1:3
Mason	1:1,1:4
Millwright	1:1,1:4
Op Engineer	1:1,1:5
Painter	1:1,1:3
Plumber & Steamfitter	1:1,1:3
Roofer	1:1,1:2
Sheet Metal Worker	1:1,1:3
Sprinkler Fitter	1:1,1:2

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-775-3568	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4904
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

## Essex County General Construction

### Asbestos Worker

05/01/2013

**JOB DESCRIPTION** Asbestos Worker

**DISTRICT** 9

#### ENTIRE COUNTIES

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

#### WAGES

Per hour

7/01/2012

Asbestos Worker

Removal & hazardous

abatement Only

\$ 30.00

Only for the removal of insulation materials from mechanical systems which are not going to be scrapped.

#### SUPPLEMENTAL BENEFITS

Per hour paid

Journeyman

\$ 11.00

#### OVERTIME PAY

See (B, E, \*Q, \*\*T, V) on OVERTIME PAGE

#### HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

See (2, 4, 6, 25) on HOLIDAY PAGE

\*Code Q applies to 4,6,25.

\*\*Code T applies to 2.

9-12a - Removal Only

### Boilermaker

05/01/2013

**JOB DESCRIPTION** Boilermaker

**DISTRICT** 1

#### ENTIRE COUNTIES

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

#### WAGES

Per hour

07/01/2012

01/01/2013

01/01/2014

An additional

Boilermaker

\$ 30.00

\$ 31.25

\$ 1.15\*

\* To be allocated at a later date.

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen

\$ 22.87\*

+ 0.89

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

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid:

See (1) on HOLIDAY PAGE

Overtime:

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

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

#### REGISTERED APPRENTICES

Wages per hour

( 1/2 ) year terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
-----	-----	-----	-----	-----	-----	-----	-----

65%      65%      70%      75%      80%      85%      90%      95%

Supplemental Benefits per hour worked

All Apprentices get same benefits as Journeyman.

1-197

## **Carpenter - Building**

**05/01/2013**

**JOB DESCRIPTION** Carpenter - Building

**DISTRICT 1**

### **ENTIRE COUNTIES**

Clinton, Essex, Franklin

### **WAGES**

Per hour:	07/01/2012	06/01/2013 An Additional	06/01/2014 An Additional
Carpenter	\$ 23.85	\$ 1.29*	\$ 1.44*
Floor Coverer	23.85	1.29*	1.44*
Carpet Layer	23.85	1.29*	1.44*
Dry-Wall	23.85	1.29*	1.44*
Lather	23.85	1.29*	1.44*
Piledriver	24.10	1.29*	1.44*
Diver-Wet Day	61.25	1.29*	1.44*
Diver -Dry Day	24.85	1.29*	1.44*
Diver Tender	24.85	1.29*	1.44*

### **NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:**

- Certified welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive:
  - 0' to 80' no additional fee
  - 81'to 100' additional \$.50 per foot
  - 101'to 150' additional \$.75 per foot
  - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive:
  - 0' to 50' no additional fee
  - 51' to 100' additional \$.75 per foot
  - 101' and deeper additional \$1.00 per foot

(\*)To be allocated at a later date

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman      \$ 16.00

### **OVERTIME PAY**

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

### **HOLIDAY**

Paid:      See (1) on HOLIDAY PAGE

Overtime:      See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

### **REGISTERED APPRENTICES**

Wages per hour

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

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

Supplemental Benefits per hour worked:

Carpenter	
1st year term	\$ 9.11
2nd year term	9.11
3rd year term	11.61
4th year term	11.61

1-291B-Cli

**Carpenter - Building / Heavy&Highway**

**05/01/2013**

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

**DISTRICT 1**

**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**

Wages per hour:

	07/01/2012	07/01/2013 An Additional	07/01/2014 An Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	\$ 27.21	\$ 0.80*	\$ 0.73*

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

(\*)To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour Paid:

	07/01/2012
Journeyman	\$ 18.09

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (2, 17) on HOLIDAY PAGE  
Overtime: See (5, 6, 16) on HOLIDAY PAGE

Notes:

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

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

**REGISTERED APPRENTICES**

Wages per hour:

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

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

Supplemental Benefits per hour paid:

	07/01/2012
Carpenter	
1st year term	\$ 9.09
2nd year term	14.49
3rd year term	15.39
4th year term	16.29

1-42AtSS

**Carpenter - Heavy&Highway**

**05/01/2013**

**JOB DESCRIPTION** Carpenter - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin, Hamilton, Warren, Washington

**WAGES**

Per hour

07/01/2012	07/01/2013	07/01/2014
------------	------------	------------



		An Additional	An Additional
Carpenter	\$ 27.00	\$ 1.04*	\$ 1.05*
Millwright	28.50	1.04*	1.05*
Piledriver	27.00	1.04*	1.05*
Diver-Wet Day	62.50	1.04*	1.05*
Diver-Dry Day	28.00	1.04*	1.05*
Diver-Tender	28.00	1.04*	1.05*
Diver-Slurry and Effluent	93.75	1.04*	1.05*

(\*)To be allocated at a later date.

State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.  
Certified welders when required to perform welding work will receive an additional \$1.25 per hour.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

Diver rates applies to all hours worked on dive day. Additional pay based upon the deepest depth or penetration on the day of the dive:

Depth Pay                      0' to 80' no additional.  
   81' to 100' an additional \$0.50 per foot  
   101' to 150' an additional \$0.75 per foot  
   151' and deeper an additional \$1.25 per foot

Penetration pay for divers                      0' to 50' no additional.  
   51' to 100' an additional \$0.75 per foot  
   101' and deeper an additional \$1.00 per foot

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman                      \$ 17.74

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid:                              See (2, 17) on HOLIDAY PAGE

Overtime:                      See (5, 6) on HOLIDAY PAGE

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

## REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

1st year terms	\$ 9.09
2nd year terms	9.09
3rd year terms	11.59
4th year terms	11.59

1-291HH-Alb

## Electrician

05/01/2013

**JOB DESCRIPTION** Electrician

**DISTRICT** 6

## ENTIRE COUNTIES

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

## WAGES

Per hour:

07/01/2012

Electrician	\$ 31.00
Cable Splicer	32.50
Tunnel worker/welder	32.50

**NOTE:**

Additional \$1.50 per hour for all underground and tunnel work, working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

**\*\* IMPORTANT NOTICE - EFFECTIVE 07/01/2012 \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman	\$ 16.68
	*plus 3% of gross wage

\* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

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

**REGISTERED APPRENTICES**

(Hourly) terms at the following percentage of journeyman's wage.

	1-1000 40%	to 2000 45%	to 3500 50%	to 5000 60%	to 6500 70%	to 8000 80%
Electrician	\$ 12.40	\$ 13.95	\$ 15.50	\$ 18.60	\$ 21.70	\$ 24.80
Cable Splicer / Tunnel	\$ 13.90	\$ 15.45	\$ 17.00	\$ 20.10	\$ 23.20	\$ 26.30

Supplemental Benefits per hour worked:

Appr 1st & 2nd term	\$ 7.77
	* plus 3% of gross wage
Appr All other terms	\$ 16.68
	* plus 3% of gross wage paid.

\* NOTE: THE 3% IS BASED ON THE HOURLY WAGE PAID ON STRAIGHT TIME RATE OR PREMIUM TIME RATE.

6-910

**Elevator Constructor**

**05/01/2013**

**JOB DESCRIPTION** Elevator Constructor

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour	07/01/2012	01/01/2013	01/01/2014	01/01/2015
Mechanic	\$40.09*	\$ 40.36*	\$ 40.90*	\$ 41.51*
Helper	70% of Mechanic Wage Rate			

(\*\*)To be allocated at a later date

\*\*\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\*\*\*

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

#### SUPPLEMENTAL BENEFITS

Per hour worked

	07/01/2012	01/01/2013	01/01/2014	01/01/2015
Journeyman/Helper	\$ 23.535*	\$ 25.185*	\$ 26.785*	\$ 28.385*

(\*)Plus 6% of gross wages if less than 5 years service

(\*)Plus 8% of gross wages if more than 5 years service

#### OVERTIME PAY

See (D, O) on OVERTIME PAGE

#### HOLIDAY

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

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

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

#### REGISTERED APPRENTICES

Wages per hour

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

Supplemental Benefits per hour worked

Same as Journeyman/Helper

1-35

#### Glazier

05/01/2013

**JOB DESCRIPTION** Glazier

**DISTRICT** 1

#### ENTIRE COUNTIES

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

#### WAGES

Per hour

	07/01/2012	05/01/2013
		An Additional
Glazier base wage	\$ 24.80	\$1.50**
+ additional \$1.55 per hour for all hours worked		

\*High Work Base Wage 28.00  
+ additional \$3.55 per hour for all hours worked

(\*)When working on Swing Stage or Lift 100 feet or more in height, measured from the ground level up.

(\*\*)To be allocated at a later date

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 14.28
Journeyman	
High Work	19.63

#### OVERTIME PAY

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

Premium is applied to the respective base wage only.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law as if the day on which the holiday is celebrated was actually the holiday date.

## REGISTERED APPRENTICES

Wages per hour

Apprentice Glazier One Half Year (900 hr) terms at the following percentage of Journeyman's base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%
+ additional \$1.55 per hour for all hours worked for all terms							

Apprentice Glazier Hi-Work One Half Year (900 hr) terms at the following percentage of Journeyman's Hi-Work base wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
35%	45%	55%	65%	75%	85%	90%	95%
+ additional \$3.55 per hour for all hours worked for all terms							

Supplemental Benefits per hour worked

For apprentices indentured after 07/01/2009 the following supplemental benefit applies:

Apprentice	
1st-4th term	\$12.93
5th-8th term	14.28
Apprentice High Work	
1st-4th term	\$ 15.08
5th-8th term	19.63

For apprentices indentured prior to and including 07/01/2009, the following supplemental benefit applies:

Apprentice	\$ 14.28
Apprentice High Work	19.63

1-201

## Insulator - Heat & Frost

05/01/2013

**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 07/01/2012

Asbestos Worker*	\$ 29.64
Insulator*	29.64
Firestopping Worker*	25.19

(\*)On Mechanical Systems only.

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 18.95

### 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 Journeyman's wage.

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

Supplemental Benefits per hour worked:

Apprentices \$ 18.95

1-40

## Ironworker

05/01/2013

### JOB DESCRIPTION Ironworker

### DISTRICT 1

#### ENTIRE COUNTIES

Albany, Clinton, Columbia, Delaware, Essex, Greene, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

#### PARTIAL COUNTIES

Fulton: Only the Townships of Broadalbin, Mayfield, Northampton, Bleecker and Johnstown.

Hamilton: Only the Townships of Hope, Benson and Wells.

Montgomery: Only the Townships of Florida, Amsterdam, Charleston, Glen, Mohawk and Root.

Otsego: Only the Towns of Unadilla, Butternut, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

#### WAGES

Per hour	07/01/2012	05/01/2013	05/01/2014 An Additional
Ornamental	\$ 28.00	\$ 28.50	\$1.55*
Reinforcing	28.00	28.50	1.55*
Rodman	28.00	28.50	1.55*
Structural & Precast	28.00	28.50	1.55*
Mover/Rigger	28.00	28.50	1.55*
Fence Erector	28.00	28.50	1.55*
Stone Derrickman	28.00	28.50	1.55*
Sheeter	28.25	28.75	1.55*
Curtain Wall Installer	28.00	28.50	1.55*
Metal Window Installer	28.00	28.50	1.55*

\*To be allocated at a later date

#### SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN	\$ 23.11	\$ 24.06
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#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

#### REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2012	05/01/2013
1st year	\$ 16.00	\$ 16.00
2nd year	18.00	18.00
3rd year	20.00	20.00
4th year	22.00	22.00
Supplemental Benefits per hour worked		
1st year	\$ 9.00	\$ 9.50
2nd year	17.68	18.53
3rd year	18.92	19.82
4th year	20.16	21.11

1-12

## Laborer - Building

05/01/2013

### JOB DESCRIPTION Laborer - Building

### DISTRICT 1

#### ENTIRE COUNTIES

Clinton, Essex, Warren

#### WAGES

GROUP #A:

Basic Rate, Multi Trade Tender, Pipe Layer (water, sewer & etc), Self-propelled equipment operator

**GROUP #B:**

Demolition and wrecking, Concrete or plaster pump.

**GROUP #C:**

Sandblaster on construction clean-up, Drilling equipment only where a separate air compressor unit supplies power, Metal formsetter (sidewalk) and Curb Setter, Asphalt Raker, and Tail/Screwman on paving machine.

**GROUP #D:**

Acetylene Burner on demolition and cutting of Pipe

**GROUP #E:**

Blaster

**GROUP #F:**

Workers in kilns, tanks, boilers etc., Asbestos & Hazardous Waste Work.

WAGES per hour

07/01/2012

Group # A	\$ 20.23
Group # B	20.38
Group # C	20.53
Group # D	20.68
Group # E	20.73
Group # F	21.23

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 16.17

**OVERTIME PAY**

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

\*Inclement weather makeup day may be provided November 15 to May 15.

**HOLIDAY**

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

**REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group Rate A.

0-1,333 Hrs	1,334-2,666 Hrs	2,667-4,000 Hrs
70%	80%	90%

Supplemental Benefits per hour worked

Apprentices \$ 16.17

1-186ew

**Laborer - Heavy&Highway**

**05/01/2013**

**JOB DESCRIPTION** Laborer - Heavy&Highway

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

**GROUP # A:**

Basic Rate, Drill Helper, Flagman, Outboard and Hand Boats.

**GROUP # B:**

Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of Steelmesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunite, Seeding, and Sand Blasting), Laborers Assisting on Chain Link Fence Installation, Rock Splitter and Power Unit, Pusher Type Concrete Saw and all other Gas, Electric, Oil and Air Tool Operators, Wrecking Laborer.

**GROUP # C:**

Drilling Equipment Only Where a Separate Air Compressor Unit Supplies Power, Acetylene Torch Operators, Asphalt Raker, Powderman, Tail or Screw Operator on Asphalt Paver.

**GROUP # D:**

Blasters, Metal Form Setters (sidewalk), Stone or Granite Curb Setters.

**GROUP # E:**

Hazardous waste, Lead & Abestos abatement.

WAGES per hour 07/01/2012

Group # A	\$ 23.34
Group # B	23.54
Group # C	23.74
Group # D	23.94
Group # E	25.34

All employees who work a single irregular shift starting between 5:00 pm and 1:00 am on governmental mandated night work shall be paid an additional \$1.75 per hour.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 17.28

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

**REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group A rate.

0-1333 Hrs	1334-2666 Hrs	2667-4000 Hrs
70%	80%	90%

Supplements per hour worked

Apprentices \$ 17.28

1-186/2h

**Laborer - Tunnel**

**05/01/2013**

**JOB DESCRIPTION** Laborer - Tunnel

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Essex, Warren

**WAGES**

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, all Shaft-work, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top and bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Hazardous/Waste Work

WAGES (per hour)

07/01/2012

Tunnel Laborer:

Group A	\$ 26.52
Group B	26.72
Group C*	28.52

\*Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

**SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman 17.28

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Saturday, it will be celebrated on Friday. If the holiday falls on Sunday, it will be celebrated on Monday.

**REGISTERED APPRENTICES**

Wages per hour

Terms are at the following percentage of Group B rate.

0-1333 Hrs	1334-2666 Hrs	2667-4000 Hrs
70%	80%	90%

Supplements per hour worked

Apprentices \$ 17.28

1-186T

**Lineman Electrician**

**05/01/2013**

**JOB DESCRIPTION** Lineman Electrician

**DISTRICT** 6

**ENTIRE COUNTIES**

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

**WAGES**

Per hour:

NOTE: Includes Teledata Work within Ten feet of High Voltage Transmission Lines

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

07/01/2012

Lineman /Techician	\$ 42.72
Welder/Cable Splicer	42.72
Digging Machine Operator	38.45
Tractor Trailer Driver	36.31
Groundman/Truck Driver	34.18
Mechanic 1st Class	34.18
Flagman	25.63

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (14.02.01A)

Lineman/Technician	\$ 42.72
Cable Splicer pipe type cable	46.99
Certified Welder pipe type	44.86



Digging Machine Operator	38.45
Tractor Trailer Driver	36.31
Mechanic 1st Class	34.18
Groundman/Truck Driver	34.18
Flagman	25.63

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates apply on switching structures, maintenance projects, railroad catenary install/maint, third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (14.02.01B)

Lineman/Technician/Welder	\$ 44.01
Digging Machine Operator	39.61
Tractor Trailer Driver	37.41
Groundman/Truck Driver	35.21
Mech. 1st Class	35.21
Flagman	26.41
Certified WelderPipe Type Cable	46.21
Cable Splicer pipe type cable	48.41

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (14.03.01)

Lineman/Tech./Welder	\$ 45.23
Cable splicer	45.23
Digging Machine Operator	40.71
Tractor Trailer Driver	38.45
Groundman/Truck Driver	36.18
Mechanic 1st Class	36.18
Flagman	27.14

Additional \$1.00 per hour for entire crew when a helicopter is used.

**\*\* IMPORTANT NOTICE - EFFECTIVE 04/01/2009 \*\***

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30R; additionally, there must be a dispensation of hours in place on the project.

#### **SUPPLEMENTAL BENEFITS**

Per hour worked including holidays listed below:

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

\$ 18.25  
\*plus 7.5% of  
hourly wage paid

#### **OVERTIME PAY**

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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 %

#### **HOLIDAY**

Paid	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Gov. of NYS Election Day.
Overtime	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Gov. of NYS Election Day.

SUPPLEMENTS for holidays paid at straight time

#### **REGISTERED APPRENTICES**

( 1000 ) hr terms at the following percentage of Journeyman's wage.

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

Supplemental Benefits per hour worked:

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

\$ 18.25  
\*plus 7.5% of  
hourly wage paid

\*NOTE: The 7.5% is based on the hourly wage paid, straight time rate or premium rate.

6-1249a

## Lineman Electrician - Teledata

05/01/2013

**JOB DESCRIPTION** Lineman Electrician - Teledata

**DISTRICT 6**

### ENTIRE COUNTIES

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

### WAGES

Per hour:

FOR WORK OUTSIDE BUILDING PROPERTY LINES.

	07/01/2012	01/01/2013	01/01/2014
Cable Splicer	\$ 27.99	\$ 28.55	\$ 29.12
Installer/Repairman	26.57	27.10	27.64
Teledata Lineman	26.57	27.10	27.64
Technician/Equip Oper	26.57	27.10	27.64
Groundman	14.09	14.37	14.66

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

### SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 4.43 *plus 3% of hourly wage paid	\$ 4.43 *plus 3% of hourly wage paid	\$ 4.43 *plus 3% of hourly wage paid
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\*NOTE: The 3% is based on the hourly wage paid, straight time rate or premium rate.

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

6-1249LT - Teledata

## Lineman Electrician - Traffic Signal Lighting

05/01/2013

**JOB DESCRIPTION** Lineman Electrician - Traffic Signal Lighting

**DISTRICT 6**

### ENTIRE COUNTIES

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

### WAGES

Per hour:

	07/01/2012
Lineman/Technician	\$ 38.25
Certified Welder	40.16

Digging Mach	34.43
Tractor trailer driver	32.51
Groundman Truck Driver	30.60
Mechanic 1st Class	30.60
Flagman	22.95

Above rates applicable on all Lighting and Traffic Signal Systems with the installation, testing, operation, maintenance and repair of all traffic control and illumination projects, traffic monitoring systems, road weather information systems and the installation of Fiber Optic Cable.

#### SUPPLEMENTAL BENEFITS

Per hour worked:

All classifications	\$18.25
	*plus 7% of
	hourly wage paid

\*NOTE: The 7% is based on the hourly wage paid, straight time rate or premium rate.  
Supplements paid at STRAIGHT TIME rate for holidays.

#### OVERTIME PAY

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED 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%

#### HOLIDAY

Paid	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Gov of NYS Election Day.
Overtime	See ( 5, 6, 8, 13, 25 ) on HOLIDAY PAGE plus Gov of NYS Election Day.

#### REGISTERED APPRENTICES

WAGES: ( 1000 ) hour terms at the following percentage of Journeymans Wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman/Technician.

6-1249a-LT

#### Lineman Electrician - Tree Trimmer

05/01/2013

**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

Per hour:

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

07/01/2012

Tree Trimmer	\$ 22.08
Equip Operator	19.48
Mechanic	19.48
Truck Driver	16.46
Groundman	13.51
Flag person	9.62

#### SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 7.88  
\*plus 3% of  
hourly wage paid

Supplements paid at STRAIGHT TIME rate for holidays.

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

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE  
Overtime: See (5, 6, 8, 15, 16, 25) on HOLIDAY PAGE

6-1249TT

**Mason - Building**

**05/01/2013**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 1**

**ENTIRE COUNTIES**

Clinton, Essex, Franklin

**PARTIAL COUNTIES**

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

**WAGES**

Per hour

	07/01/2012	05/01/2013 Additional	05/01/2014 Additional
Bricklayer	\$ 27.17	\$ 1.00**	\$ 1.00**
Cement Finisher	27.17	1.00**	1.00**
Plasterer/Fireproofers*	27.17	1.00**	1.00**
Pointer/Caulker/Cleaner	27.17	1.00**	1.00**
Stone Mason	27.17	1.00**	1.00**
Acid Brick	27.67	1.00**	1.00**

(\*)Fireproofers on Structural only.

(\*\*)To be allocated at a later date.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 16.96

**OVERTIME PAY**

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

**HOLIDAY**

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

Note: Any holiday which occurs on Sunday shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

750 hr terms at the following percentage of Journeyman's wage

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

Supplemental Benefits per hour worked

0-500 Hours \$ 10.21  
All others 16.96

1-2b.8

**Mason - Building**

**05/01/2013**

**JOB DESCRIPTION** Mason - Building

**DISTRICT 1**

## ENTIRE COUNTIES

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

## WAGES

Per hour	07/01/2012	06/01/2013 An Additional	06/01/2014 An Additional
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Tile/Marble/Terazzo

Setter	\$ 28.88	\$1.30*	\$1.35*
Finisher	22.94	1.03*	1.07*

(\*) To be allocated at a later date.

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman Setter	\$ 17.53
Journeyman Finisher	14.83

## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

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

## REGISTERED APPRENTICES

Wages per hour

Hour Terms at the following percentage of Journeyman's wage

Setter:	
1st term 0-500 hours	60%
2nd term 501-1500 hours	70%
3rd term 1501-2500 hours	80%
4th term 2501-3500 hours	85%
5th term 3501-4500 hours	90%
6th term 4501-6000 hours	95%

Finisher:	
1st term 0-500 hours	70%
2nd term 501-1500 hours	80%
3rd term 1501-2500 hours	90%
4th term 2501-3700 hours	95%

Supplemental Benefits per hour worked

Setter:	
1st term 0-500 hours	\$ 10.18
2nd term 501-1500 hours	10.18
3rd term 1501-2500 hours	13.86
4th term 2501-3500 hours	13.86
5th term 3501-4500 hours	15.69
6th term 4501-6000 hours	17.53

Finisher:	
1st term 0-500 hours	\$ 9.68
2nd term 501-1500 hours	9.68
3rd term 1501-2500 hours	12.26
4th term 2501-3700 hours	12.26

1-2TS.1

**Mason - Heavy&Highway**

**05/01/2013**

**JOB DESCRIPTION** Mason - Heavy&Highway

**DISTRICT** 1

## ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

## PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

### WAGES

Per hour

07/01/2012

Mason &  
Bricklayer

\$ 31.82

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 17.24

### OVERTIME PAY

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

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

### REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

0-500 Hours

\$ 10.14

All others

17.24

1-2hh.1

### Millwright

05/01/2013

**JOB DESCRIPTION** Millwright

**DISTRICT** 1

### ENTIRE COUNTIES

Clinton, Essex, Franklin

### WAGES

Per hour:

07/01/2012

07/01/2013  
An Additional

07/01/2014  
An Additional

Millwright

\$ 25.40

\$1.06\*

\$1.19\*

Note: WELDER/HAZMAT - A Certified Welder shall received \$ 1.25 per hour in addition to the current journeyman's rate provided he/she is directed to perform certified welding. If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that Employee shall receive a \$ 1.25 premium per hour.

(\*)To be allocated at a later date.

### SUPPLEMENTAL BENEFITS

Supplement Benefits per hour worked:

Journeyman Millwright

\$ 16.94

### OVERTIME PAY

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

\*Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire or natural disaster prevent the performance of work on a regularly scheduled work day. If a make-up day is utilized, a minimum of eight hours must be scheduled.

### 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 Journeyman's wage

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

Supplemental Benefits per hour worked:

Millwrights	
1st Year Term	\$ 7.94
2nd Year Term	14.24
3rd Year Term	15.14
4th Year Term	16.04

1-1163b

### Operating Engineer - Building

05/01/2013

**JOB DESCRIPTION** Operating Engineer - Building

**DISTRICT** 1

#### ENTIRE COUNTIES

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

#### PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

#### WAGES

CLASS A1:

Crane, hydraulic cranes, tower crane, locomotive crane, piledriver, cableway, derricks, whirlyies, dragline, boom trucks over 5 tons.

CLASS A:

Shovel, all Excavators (including rubber tire full swing), Gradalls, power road grader, all CMI equipment, front-end rubber tire loader, tractor-mounted drill (quarry master), mucking machine, concrete central mix plant, concrete pump, belcrete system, automated asphalt concrete plant, and tractor road paver, boom trucks 5 tons and under, maintenance engineer, self-contained crawler drill-hydraulic rock drill.

CLASS B:

Backhoes (rubber tired backhoe/loader combination), bulldozer, pushcat, tractor, traxcavator, scraper, LeTourneau grader, form fine grader, self-propelled soil compactor (fill roller), asphalt roller, blacktop spreader, power brooms, sweepers, trenching machine, Barber Green loader, side booms, hydro hammer, concrete spreader, concrete finishing machine, one drum hoist, power hoisting (single drum), hoist two drum or more, three drum engine, power hoisting (two drum and over), two drum and swinging engine, three drum swinging engine, hod hoist, A-L frame winches, core and well drillers (one drum), post hole digger, model CHB Vibro-Tamp or similar machine, batch bin and plant operator, dinky locomotive, skid steer loader, track excavator 5/8 cubic yard or smaller, front end rubber tired loader under four cubic yards, vac truck.

CLASS C:

Fork lift, high lift, all terrain fork lift: or similar, oiler, fireman and heavy-duty greaser, boilers and steam generators, pump, vibrator, motor mixer, air compressor, dust collector, welding machine, well point, mechanical heater, generators, temporary light plants, electric submersible pumps 4" and over, murphy type diesel generator, conveyor, elevators, concrete mixer, belcrete power pack (belcrete system), seeding, and mulching machines, pumps.

\* In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

WAGES per hour	07/01/2012	07/01/2013	07/01/2014
Class # A1	\$ 35.20	\$ 36.55	\$ 37.90
Class # A	34.76	36.11	37.46
Class # B	33.85	35.20	36.55
Class # C	31.28	32.63	33.98

Additional \$0.50 per hr for Tower Cranes.

Additional \$1.00 per hr for Cranes with Boom length & jib 150ft. and over.

Additional \$2.00 per hr for Cranes with Boom length & jib 200ft. and over.

Additional \$2.00 per hr over B rate for Nuclear Leader work.

Additional \$0.40 per hr for tunnel or excavation of shaft 40' or more deep.

## SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 22.37	\$ 23.12	\$ 23.87
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## OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

## HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on Saturday, it will be celebrated on Friday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay.

## REGISTERED APPRENTICES

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2012	07/01/2013	07/01/2014
All terms	\$ 17.80	\$ 18.55	\$ 19.30

1-158 Alb

## Operating Engineer - Heavy&Highway

05/01/2013

**JOB DESCRIPTION** Operating Engineer - Heavy&Highway

**DISTRICT** 1

## ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

## PARTIAL COUNTIES

Dutchess: Defined as north of the northern boundary line of City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Route 343 then along Route 343 east to the northern boundary of Town of Dover Plains and east along the northern boundary of Town of Dover Plains to Connecticut.

## WAGES

CLASSIFICATION A:

Asphalt Curb Machine (Self Propelled, Slipform), Automated Concrete Spreader (CMI Type), Automatic Fine Grader, Backhoe (Except Tractor Mounted, Rubber Tired), Backhoe Excavator Full Swing (CAT 212 or similar type), Back Filling Machine, Belt Placer (CMI Type), Blacktop Plant (Automated), Boom truck, Cableway, Caisson Auger, Central Mix Concrete Plant (Automated), Concrete Curb Machine (Self Propelled, Slipform), Concrete Pump, Crane, Cherry Picker, Derricks (steel erection), Dragline, Overhead Crane (Gantry or Straddle type), Pile Driver, Truck Crane, Directional Drilling Machine, Dredge, Dual Drum Paver, Excavator (All PurposeHydraulically Operated) (Gradall or Similar), Front End Loader (4 cu. yd. and Over), Head Tower (Sauerman or Equal), Hoist (Two or Three Drum), Holland Loader, Maintenance Engineer, Mine Hoist, Mucking Machine or Mole, Pavement Breaker(SP) Wertgen; PB-4 and similar type, Power Grader, Profiler (over 105 H.P.), Quad 9, Quarry Master (or equivalent), Scraper, Shovel, Side Boom, Slip Form Paver (If a second man is needed, he shall be an Oiler), Tractor Drawn BeltType Loader, Truck or Trailer Mounted Log Chipper (Self Feeder), Tug Operator (Manned Rented Equipment Excluded), Tunnel Shovel

CLASSIFICATION B:

Asphalt Paver, Backhoe (Tractor Mounted, Rubber Tired), Bituminous Recycler Machine, Bituminous Spreader and Mixer, Blacktop Plant (NonAutomated), Blast or Rotary Drill (Truck or Tractor Mounted), Boring Machine, Cage Hoist, Central Mix Plant [(NonAutomated) and All Concrete Batching Plants], Cherry Picker (5 tons capacity and under), Concrete Paver (Over 16S), Crawler Drill (Self-contained), Crusher, Diesel Power Unit, Drill Rigs, Tractor Mounted, Front End Loader (Under 4 cu. yd.), Greaseman/Lubrication Engineer, HiPressure Boiler (15 lbs. and over), Hoist (One Drum), Hydro-Axe, Kolman Plant Loader and Similar Type Loaders (If Employer requires another man to clean the screen or to maintain the equipment, he shall be an Oiler), L.C.M. Work Boat Operator, Locomotive, Mixer (for stabilized base selfpropelled), Monorail Machine, Plant Engineer, Profiler (105 H.P. and under), Pug Mill, Pump Crete, Ready Mix Concrete Plant, Refrigeration Equipment (for soil stabilization), Road Widener, Roller (all above subgrade), Sea Mule, Self-contained Ride-on Rock Drill(Excluding Air-Track Type Drill), Skidder, Tractor with Dozer and/or Pusher, Trencher, Tugger Hoist, Vac Truck, Vermeer saw (ride on, any size or type), Welder

CLASSIFICATION C:



A Frame Winch Hoist on Truck, Articulated Heavy Hauler, Aggregate Plant, Asphalt or Concrete Grooving Machine (ride on), Ballast Regulator(Ride-on), oiler (used in conjunction with production), Bituminous Heater (self-propelled), oat (powered), Cement and Bin Operator, Concrete Pavement Spreader and Finisher Concrete Paver or Mixer (16S and under), Concrete Saw (self-propelled), Conveyor, Deck Hand, Directional Drill Machine Locator, Drill (Core and Well), Farm Tractor with accessories, Fine Grade Machine, Fireman, Fork Lift, Form Tamper, Grout Pump, Gunit Machine, Hammers (Hydraulic self-propelled), Hydra-Spiker (ride-on), Hydraulic Pump (jacking system), Hydro -Blaster (Water), Mulching Machine, Oiler, Parapet Concrete or Pavement Grinder, Post Hole Digger and Post Driver, Power Broom (towed), Power Heaterman, Power Sweeper, Revinus Widener, Roller (Grade and Fill), Scarifier (ride-on), Shell Winder, Skid steer loader (Bobcat or similar), Span-Saw (ride-on), Steam Cleaner, Tamper (ride-on), Tie Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on), Tire Repair, Track Liner (ride-on), Tractor, Tractor (with towed accessories), Vibratory Compactor, Vibro Tamp, Well Point, and the following hands-off equipment: Compressors, Dust Collectors, Generators, Pumps, Welding Machines, Light Plants and Heaters

- Note for all above classifications of Operating Engineer - In the event that equipment listed above is operated by robotic control, the classification covering the operation will be the same as if manually operated.

**WAGES per hour**

	07/01/2012	07/01/2013	07/01/2014
Master Mechanic	\$ 36.32	\$ 37.67	\$ 39.02
Class A*	34.71	36.06	37.41
Class B	33.80	35.15	36.50
Class C	31.23	32.58	33.93

Additional \$2.00 per hour for All Employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

Additional \$2.50 per hr. for hazardous waste removal work on State and/or Federally designated waste site which require employees to wear Level C or above forms of personal protection.

(\*) Premiums for CRANES is based upon Class A rates with the following premiums:

- Additional \$4.00 per hr for Tower Cranes, including self erecting.
- Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturers rating of fifty (50) tons and over.
- Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 22.60	\$ 23.35	\$ 24.10
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**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If the holiday falls on Sunday, it will be celebrated on Monday. If the holiday falls on a Saturday, it will be celebrated on Saturday.

**REGISTERED APPRENTICES**

Wages per hour

1000 hours terms at the following percentage of Journeyman's wage Class B

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

Supplemental Benefits per hour worked

	07/01/2012	07/01/2013	07/01/2014
All Terms	\$ 18.00	\$ 18.75	\$ 19.50

1-158H/H Alb

**Operating Engineer - Marine Construction**

**05/01/2013**

**JOB DESCRIPTION** Operating Engineer - Marine Construction

**DISTRICT 4**

**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:

DREDGING OPERATIONS 07/01/2012

CLASS A Operator, Leverman, Lead Dredgeman	\$ 32.89
CLASS A1 Dozer,Front Loader Operator	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 28.49
Certified Welder, Boat Operator(licensed)	\$ 26.84
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,  Welder (please add)\$ 0.06	\$ 26.14
Boat Operator	\$ 25.29
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor  Oiler(please add)\$ 0.09	\$ 21.09

#### **SUPPLEMENTAL BENEFITS**

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2012 \$ 8.45 plus 7% of straight time wage overtime hours add \$ 0.63
All Class C	\$ 8.10 plus 8% of straight time wage overtime hours add \$ 0.48
All Class D	\$ 7.85 plus 8% of straight time wage overtime hours add \$ 0.33

#### **OVERTIME PAY**

See (B, F, R) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 26) on HOLIDAY PAGE

4-25a-MarConst

**Operating Engineer - Survey Crew**

**05/01/2013**

**JOB DESCRIPTION** Operating Engineer - Survey Crew  
**ENTIRE COUNTIES**

**DISTRICT 6**

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

#### **PARTIAL COUNTIES**

Dutchess: : The Northern portion of the county from the Northern boundry line of the City of Poughkeepsie North.

Genesee: Only that portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia

#### **WAGES**

Per hour:

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party. Instrument person- One who runs the instrument and assists the Party Chief. Rod person- One who holds the rods and, in general, assists the survey party.

07/01/2012

Survey Rates:

Party Chief \$ 32.62

Instrument/Rod person 29.85

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

#### **SUPPLEMENTAL BENEFITS**

Per hour worked:

Journeyman \$ 21.75

#### **OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

#### **HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

#### **REGISTERED APPRENTICES**

WAGES: (1 yr. or 1000 hrs.) terms at the following wage rates.

1st year 60% \$ 17.91

2nd year 70% 20.89

3rd year 80% 23.88

SUPPLEMENTAL BENEFITS:

\$ 21.75

6-545 D.H.H.

#### **Operating Engineer - Survey Crew - Consulting Engineer**

**05/01/2013**

**JOB DESCRIPTION** Operating Engineer - Survey Crew - Consulting Engineer

**DISTRICT** 6

#### **ENTIRE COUNTIES**

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

#### **PARTIAL COUNTIES**

Dutchess: The northern portion of the county from the northern boundry line of the City of Poughkeepsie north.

Genesee: Entire county except that portion of the county that lies west of a line down the center of Route 98 excluding that area that lies within the City of Batavia.

#### **WAGES**

Per hour:

Feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

SURVEY CLASSIFICATIONS: Party Chief- One who directs a survey party.

Instrument Man- One who runs the instrument and assists the Party Chief.

Rodman- One who holds the rods and in general, assists the survey party.

07/01/2012

Survey Rates:

Party Chief \$ 32.62

Instrument/Rodperson 29.85

Additional \$3.00 per hr. for work in a Tunnel.

Additional \$2.50 per hr. for EPA or DEC certified toxic or hazardous waste work

### SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 21.75

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-545 DCE

## Operating Engineer - Tunnel

05/01/2013

**JOB DESCRIPTION** Operating Engineer - Tunnel

**DISTRICT** 5

### ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, Oneida, Onondaga, Ontario, Oswego, Otsego, Rensselaer, Saratoga, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Warren, Washington, Wayne, Yates

### PARTIAL COUNTIES

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepsie then due east to Route 115 to Bedelt Road then east along Bedelt Road to VanWagner Road then north along VanWagner Road to Bower Road then east along Bower Road to Rte. 44 east to Rte. 343 then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains to Connecticut.

Genesee: Only that portion of the county that lies east of a linedrawn down the center of Route 98 and the entirety of the City of Batavia.

### WAGES

Crane 1: All cranes, including self erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton nad below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

### MASTER MECHANIC/CHIEF TUNNEL ENG.:

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor-mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (Automated); Cableway; Caisson Auger; Central Mix Concrete Plant (Automated); Concrete Curb Machine (Self-propelled slipform) Concrete Pump (8" or over); Dredge; Dual Drum Paver; Any Mechanical Shaft Drill; Excavator (all purpose-hydraulic-Gradall or Similar); Fork Lift (factory rated 15 ft and over); Front End Loader (4 c.y. & over); Gradall; Head Tower (Sauerman or Equal); Hoist Shaft; Hoist (two or three Drum); Mine Hoist; Maintenance Engineer (Shaft and Tunnel) ; Mine Hoist; Mucking Machine or Mole, Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Mach.; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, he shall be an Oiler); Tractor Drawn Belt Type Loader; Tripper/Maintenance Eng.(Shaft & Tunnel); Truck or Trailer Mounted Log Chipper (self-feeding); Tug Operator (Manned rented equip. excluded); Tunnel Shovel; Mining Machine(Mole and Similar Types).

CLASS B: Automated Central Mix Concrete Plant; Backhoe Trac-Mtd, Rubber Tired); Backhoe (topside); Bitum. Spred. & Mixer, Blacktop Plant non-automated); Blast or Rotary Drill (Truck or Tractor Mounted); Boring Machine; Cage Hoist; Central Mix Plant(NonAutomated) and All Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (Tractor Mounted); Front End Loader (under 4 c.y.); Grayco Epoxy Machine; Hoist (One Drum); Hoist 2 or 3 Drum (Topside); Kolman Plant Loader & Similar Type Loaders (if Employer requires another person to clean the screen or to maintain the equipment, he shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maint. Eng. (Topside ); Grease Man; Welder; Mixer (for stabilized base-self propelled); Monorail Machine; Plant Eng.; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Mach.; Shovel (Topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Winch and Winch Cat.

CLASS C: A Frame Truck; Ballast Regulator (ride-on); Compressors (4 under 2,000 cfm combined capacity; or 3 or less with more than 1200 cfm. but not to exceed 2,000 cfm); Compressors (any size but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-4 of any type or combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill well; Elec Pump Used in Conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; ForkLift (under 15 ft); Grout Pump (over (5) cu. ft.; Gunite Machine; Hammers (hydraulic- self propel.); Hydra-Spiker-Ride on; Hydra-Blaster; Hydra Blaster (water); Motorized Form Carrier; Post Hole Digger & Post Driver; Power Sweep; Roller grade & fill); Scarifer (Ride on); Span-Saw (Ride-on); Submersible Electric Pump (when used in lieu of well point system); Tamper (Ride-on); Tie-Extractor, Tie Handler, Tie Inserter, Tie Spacer and Track Liner (Ride-on); Tractor (with towed accessories); Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors( 3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors( any size, but subject to other provisions for compressors-Dust Collectors, Generators, Pumps, Welding Machines, Light Plants-3 or less-any type or combination); Concrete Saw (self propelled); Fireman; Form Tamper; Hydraulic Pump (jacking system); Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broome towed; Power Heaterman; Revinus Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

Per hour:	07/01/2012	07/01/2013	07/01/2014
Crane 1	\$ 41.28	\$ 42.48	\$ 43.68
Crane 2	40.28	41.48	42.68
Crane 3	39.28	40.48	41.68
Master Mechanic	39.41	40.61	41.81
CLASS A	37.28	38.48	39.68
CLASS B	36.06	37.26	38.46
CLASS C	33.27	34.47	35.67
CLASS D	30.26	31.46	32.66

#### SUPPLEMENTAL BENEFITS

Per hour paid:

Journeyman	\$ 22.75	\$ 23.65	\$ 24.55
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#### OVERTIME PAY

See (B, B2, E, Q) on OVERTIME PAGE

#### HOLIDAY

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

#### REGISTERED APPRENTICES

(1000) hours terms at the following percentages.

1st term	60% of Class D
2nd term	65% of Class C
3rd term	70% of Class B
4th term	75% of Class A

Supplemental Benefits per hour paid:

\$ 22.75	\$ 23.65	\$ 24.55
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5-832TL.

#### Painter

05/01/2013

**JOB DESCRIPTION** Painter

**DISTRICT** 1

#### ENTIRE COUNTIES

Essex, Hamilton, Warren, Washington

#### WAGES

Per hour

07/01/2012

Brush, Taping	\$ 26.04
Paperhanging	26.04
Spray Rate	26.04
Structural Steel*	27.04
Lead Abatement	27.04
Lead Abatement on Structural Steel	28.04

(\*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate. Structural Steel rate also applies to tanks over 100,000 gallons or over 20 feet high or under 55 feet wall height, towers, smoke stacks, flag poles.

Bridge Painter  
See Bridge Painter rates for the following work:  
All Bridges, All Elevated Tanks and Shell Tanks over 55 feet wall height.

### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 10.12

### OVERTIME PAY

See (B, E2, H) on OVERTIME PAGE

### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If any of the holidays herein are designated by federal law to be celebrated on a day other than that on which they regularly fall, then the holiday shall be celebrated on the day set by said federal law.

### REGISTERED APPRENTICES

Wages per hour

1 year terms at the following percentage of Journeyman's wage.

1st year	2nd year	3rd year	4th year
40%	50%	60%	80%

Supplemental Benefits per hour worked

All terms \$ 10.12

1-466-Z2

### Painter - Bridge & Structural Steel

05/01/2013

**JOB DESCRIPTION** Painter - Bridge & Structural Steel

**DISTRICT** 9

### 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 Worked:	07/01/2012	10/1/2012
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### STEEL:

Bridge Painting	\$ 51.23	\$ 52.23
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Power Tool/Spray	Additional \$6.00 per hour above hourly rate, whether straight time or overtime	
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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.

### SUPPLEMENTAL BENEFITS

Per Hour Worked:

	07/01/2012	10/1/2012
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Journeyworker	\$ 26.80*	\$ 27.05
	\$ 31.04**	

Hourly Rate after 40 hours from May 1st to Nov. 15th	\$ 6.75 only
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Hourly Rate after 50 hours from Nov. 16th to April 30th	\$ 6.75 only
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\*For the period of May 1st to November 15th:

This rate shall be paid up to maximum of forty (40) hours worked per week. For all hours exceeding 40, the hourly rate shall drop to the hourly rate shown above by date.

EXCEPT for the first and last week of employment on the project, and for the weeks of Memorial Day, Independence Day and Labor Day, this rate shall be paid for the actual number of hours worked.

\*\*For the period of November 16th to April 30th:

This rate shall be paid up to a maximum of fifty (50) hours worked per week. For all hours exceeding 50, the hourly rate shall drop to the hourly rate shown above by date.

#### OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

NOTE: Calculate overtime rate as follows: Bridge Painting and Power Tool/Spray titles subtract \$4.98 from the hourly rate.

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE  
Overtime: See (4, 6) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms

	1st	2nd	3rd
07/01/2012	\$ 20.55	\$ 30.78	\$ 41.00
10/01/2012	\$ 20.95	\$ 31.38	\$ 41.80

Supplemental Benefits per hour worked:

07/01/2012	\$ 8.35	\$ 19.00	\$ 22.90
10/01/2012	\$ 8.70	\$ 19.15	\$ 23.10

9-DC-9/806/155-BrSS

#### Painter - Line Striping

05/01/2013

**JOB DESCRIPTION** Painter - Line Striping

**DISTRICT** 9

#### ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

#### WAGES

Per hour:

Painter (Striping-Highway):	07/01/2012
Striping-Machine Operator*	\$26.61 plus an additional \$0.50**
Linerman Thermoplastic	\$31.87 plus an additional \$0.50**

\*\* To be allocated at a future date

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

#### SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2012  
Journeyworker:

Striping-Machine operator	\$ 14.18
Linerman Thermoplastic	\$ 14.55

#### OVERTIME PAY

See (\*B, \*\*B2, E, E2, P, S) on OVERTIME PAGE

#### HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE  
Overtime: See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE

9-8A/28A-LS

#### Painter - Metal Polisher

05/01/2013

**JOB DESCRIPTION** Painter - Metal Polisher

**DISTRICT** 9

#### 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

07/01/2012

Metal Polisher	\$ 26.11
Metal Polisher**	\$ 27.02
Metal Polisher***	\$ 29.61

\*\*Note: Applies on New Construction & complete renovation

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

#### SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2012

Journeyworker:  
All classification \$ 12.92

#### OVERTIME PAY

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

#### HOLIDAY

Paid: See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE

Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

#### REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

1st	2nd	3rd
\$13.50	\$15.00	\$18.00

Supplemental benefits:

Per hour paid:

1st	2nd	3rd
\$10.27	\$10.39	\$10.63

9-8A/28A-MP

#### Plumber

05/01/2013

**JOB DESCRIPTION** Plumber

**DISTRICT** 1

#### ENTIRE COUNTIES

Essex, Franklin

#### PARTIAL COUNTIES

Hamilton: The Townships of Long Lake and Indian Lake

#### WAGES

Per hour

07/01/2012

05/01/2013  
An Additional

Plumber & Steamfitter	\$ 32.43	\$ 2.80**
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\*\*To be allocated at a later date

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 14.05  
+ 8.90\*

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

#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 16, 23) on HOLIDAY PAGE

Note: Whenever a Holiday falls on a Saturday, the preceding day, Friday, shall be observed as the Holiday. If a Holiday falls on a Sunday, the following day, Monday shall be observed as the Holiday.

#### REGISTERED APPRENTICES

Wages per hour

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



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

Supplemental Benefits per hour worked

1st yr	\$ 12.68 + 4.45*
2nd yr	12.95 + 5.34*
3rd yr	13.23 + 6.23*
4th yr	13.50 + 7.12*
5th yr	13.78 + 8.01*

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

1-773-SF

**Roofer**

**05/01/2013**

**JOB DESCRIPTION** Roofer

**DISTRICT 1**

**ENTIRE COUNTIES**

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

**WAGES**

Per hour

	07/01/2012	06/01/2013 An Additional
Roofer/Waterproofer	\$ 27.00	\$ 1.50*
Pitch & Asbestos	29.00	\$ 1.50*

(\*)To be allocated at a later date

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman	\$ 13.52
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**OVERTIME PAY**

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

\* Saturday may be used as a make up day at straight time if employee misses 8 hrs or more during that week due to inclement weather.

**HOLIDAY**

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When any Holiday falls on Saturday, the Friday before such Holiday shall be recognized as the legal Holiday. When a Holiday falls on Sunday, it shall be observed the following Monday.

**REGISTERED APPRENTICES**

Wages per hour

( 1/2 ) year terms at the following per cent of the Roofer/Waterproofer rate. For Pitch & Asbestos work, an additional \$2.00 must be paid in wages.

1st yr 1st half	50%
1st yr 2nd half	58%
2nd yr 1st half	66%
2nd yr 2nd half	74%
3rd yr 1st half	82%
3rd yr 2nd half	90%

Supplemental Benefits per hour worked

1st yr 1st half	\$ 11.75
1st yr 2nd half	11.94
2nd yr 1st half	12.17
2nd yr 2nd half	12.37
3rd yr 1st half	12.65
3rd yr 2nd half	12.85

1-241

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**Sheetmetal Worker****05/01/2013**

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**JOB DESCRIPTION** Sheetmetal Worker**DISTRICT 1****ENTIRE COUNTIES**

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

**WAGES**

Per hour

07/01/2012

Sheetmetal Worker \$ 30.86

**SUPPLEMENTAL BENEFITS**

Per hour worked

Journeyman \$ 22.53  
+3% of  
wage

**OVERTIME PAY**

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

\* Double time after 8 hours on Saturdays.

**HOLIDAY**

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

When any holiday falls on Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

**REGISTERED APPRENTICES**

Wages per hour

6 Month Terms at the following rate:

1st term	\$ 16.25
2nd term	17.58
3rd term	18.24
4th term	18.91
5th term	19.13
6th term	20.06
7th term	21.60
8th term	23.15
9th term	24.69
10th term	26.23

Supplemental Benefits per hour worked

1st term	\$ 15.10
2nd term	15.54
3rd term	15.77
4th term	16.00
5th term	19.49
6th term	19.80
7th term	20.32
8th term	20.84
9th term	21.37
10th term	21.89

1-83

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**Sprinkler Fitter****05/01/2013**

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**JOB DESCRIPTION** Sprinkler Fitter**DISTRICT 1****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, Tioga, Tompkins, Warren, Washington, Wayne, Wyoming, Yates

**WAGES**

Per hour

	07/01/2012	01/01/2013
Sprinkler	\$ 29.83	\$ 29.83
Fitter		

#### SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 20.37	\$ 20.52
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#### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

#### HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

#### REGISTERED APPRENTICES

Wages per hour

For Apprentices HIRED PRIOR TO 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 15.08	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked

	07/01/2012	01/01/2013
1st & 2nd Terms	\$ 8.60	\$ 8.60
3rd Term	14.72	14.87
4th Term	14.76	14.91
5th Term	20.06	20.21
6th Term	20.10	20.25
7th Term	20.15	20.30
8th Term	20.19	20.34
9th Term	20.24	20.39
10th Term	20.28	20.43

For Apprentices HIRED ON OR AFTER 04/01/2010:

One Half Year terms at the following wage

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 13.57	\$ 15.08	\$ 16.26	\$ 17.77	\$ 19.28	\$ 20.79	\$ 22.29	\$ 23.80	\$ 25.31	\$ 26.82

Supplemental Benefits per hour worked

	07/01/2012	01/01/2013
1st Term	\$ 8.56	\$ 8.56
2nd Term	8.60	8.60
3rd Term	14.72	14.87
4th Term	14.76	14.91
5th Term	15.31	15.46
6th Term	15.35	15.50
7th Term	15.40	15.55
8th Term	15.44	15.59
9th Term	15.49	15.64
10th Term	15.53	15.68

1-669

**Teamster - Building**

**05/01/2013**

**JOB DESCRIPTION** Teamster - Building

**DISTRICT 7**

#### ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

#### PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen, Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.  
Warren: Only the Townships of Hague, Horicon, Chester and Johnsburg.

### WAGES

GROUP # 1: Fuel Trucks, Fork Lift (Warehouse & Storage Area Only), Bus, Warehouse, Yardman, Truck Helper, Pickups, Panel Truck, Flatbody Material Trucks (straight Jobs), Single axle Dump Trucks, Dumpsters, Material Checkers & Receivers, Greasers, Tiremen, Mechanic Helpers and Parts Chasers.

GROUP # 2: Tandems, Mechanics & Batch Trucks.

GROUP # 3: Semi Trailers, Low Boys, Asphalt Distributor Trucks, and Agitator Mixer Truck, Dump Crete Type Vehicles and 3 axle Dump trucks.

GROUP # 4: Asbestos Removal, Special earth moving Euclid type or similar off highway equip.(non self load.) Articulated and all-track dump trucks.

Wages per hour

	07/01/2012	06/01/2013	06/01/2014
Building:		Additional	Additional
Group #1	\$ 20.18	\$ 1.70	\$ 1.80
Group #2	20.18	1.70	1.80
Group #3	20.28	1.70	1.80
Group #4	20.44	1.70	1.80

### SUPPLEMENTAL BENEFITS

Per hour worked:

	07/01/2012
All groups	\$ 18.57

### OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

### HOLIDAY

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

7-687B

### Teamster - Heavy&Highway

05/01/2013

**JOB DESCRIPTION** Teamster - Heavy&Highway

**DISTRICT** 7

### ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, St. Lawrence

### PARTIAL COUNTIES

Lewis: Only the Townships of Croghan, Denmark, Diana, New Bremen,Harrisburg, Montague, Osceola and Pinckney.

Oswego: Only the Towns of Boylston, Redfield, and Sandy Creek.

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

### WAGES

GROUP 1: Warehousemen, Yardmen, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers and Receivers, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Fork Lift (storage & warehouse areas only) Tandems and Batch Trucks, Mechanics, Dispatcher. Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks, and Agitator, Mixer Trucks and dumpcrete type vehicles, Truck Mechanic,Fuel Truck.

GROUP 2: Specialized Earth Moving Equipment, Euclid type, or similar off-highway where not self-loading, Straddle (Ross) Carrier, and self-contained concrete mobile truck. Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour:

	07/01/2012	06/01/2013
Heavy/Highway:		Additional
Group #1	\$ 22.46	\$ 1.70
Group #2	22.68	1.70

Additional \$2.50 per hr for hazardous waste removal work on a City, County, and/or Federal Designated waste site and regulations require employee to use or wear respiratory protection. For work bid on or after April 1, 1982 there shall be a 12 month carryover of the negotiated rate in effect at the time of the bid.

### SUPPLEMENTAL BENEFITS

Per hour worked:

07/01/2012

All classes \$ 20.63

**OVERTIME PAY**

See (B, E, Q) on OVERTIME PAGE

**HOLIDAY**

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

7-687

**Welder**

**05/01/2013**

**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 07/01/2012

Welder (To be paid the same rate of the mechanic performing the work)

**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.

- ( A ) Time and one half of the hourly rate after 7 hours per day
- ( AA ) Time and one half of the hourly rate after 7 and one half hours per day
- ( B ) Time and one half of the hourly rate after 8 hours per day
- ( B1 ) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.  
Double the hourly rate for all additional hours
- ( B2 ) Time and one half of the hourly rate after 40 hours per week
- ( C ) Double the hourly rate after 7 hours per day
- ( C1 ) Double the hourly rate after 7 and one half hours per day
- ( D ) Double the hourly rate after 8 hours per day
- ( D1 ) Double the hourly rate after 9 hours per day
- ( E ) Time and one half of the hourly rate on Saturday
- ( E1 ) Time and one half 1st 4 hours on Saturday Double the hourly rate all additional Saturday hours
- ( 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
- ( 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
- ( E4 ) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- ( 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, if worked
- ( 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, if worked

- ( U ) Four times the hourly rate for Holidays, if worked
- ( V ) Including benefits at SAME PREMIUM as shown for overtime
- ( W ) Time and one half for benefits on all overtime hours.

NOTE: BENEFITS are PER HOUR WORKED, for each hour worked, unless otherwise noted

## 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







New York State Department of Labor - Bureau of Public Work  
State Office Building Campus  
Building 12 - Room 130  
Albany, New York 12240

**REQUEST FOR WAGE AND SUPPLEMENT INFORMATION**

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

**This Form Must Be Typed**

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

**A. Public Work Contract to be let by:** (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ( )

Fax: ( )

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University  
Construction Fund

☐ 05 Mental Hygiene  
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,  
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State  
(Describe)

3. SEND REPLY TO ☐ (check if new or change)  
Name and complete address:

Telephone:( )

Fax: ( )

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR  
THIS PROJECT :

OFFICE USE ONLY

**B. PROJECT PARTICULARS**

5. Project Title

Description of Work

Contract Identification Number

Note: For NYS units, the OSC Contract No.

6. Location of Project:

Location on Site

Route No/Street Address

Village or City

Town

County

7. Nature of Project - Check One:

☐ 1. New Building

☐ 2. Addition to Existing Structure

☐ 3. Heavy and Highway Construction (New and Repair)

☐ 4. New Sewer or Waterline

☐ 5. Other New Construction (Explain)

☐ 6. Other Reconstruction, Maintenance, Repair or Alteration

☐ 7. Demolition

☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

☐ Construction (Building, Heavy  
Highway/Sewer/Water)

☐ Tunnel

☐ Residential

☐ Landscape Maintenance

☐ Elevator maintenance

☐ Exterminators, Fumigators

☐ Fire Safety Director, NYC Only

☐ Guards, Watchmen

☐ Janitors, Porters, Cleaners,  
Elevator Operators

☐ Moving furniture and  
equipment

☐ Trash and refuse removal

☐ Window cleaners

☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐

NO ☐

10. Name and Title of Requester

Signature





NEW YORK STATE DEPARTMENT OF LABOR  
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE  
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements

NOTE: The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = NYS Dept. of Labor; NYC = New York City Comptroller's Office; AG = NYS Attorney General's Office; DA = County District Attorney's Office.

A list of those barred from bidding, or being awarded, any public work contract or subcontract with the State, under section 141-b of the Workers' Compensation Law, may be obtained at the following link, on the NYS DOL Website:

<https://dbr.labor.state.ny.us/EDList/searchPage.do>



**NYSDOL Bureau of Public Work Debarment List 05/16/2013**

**Article 8**

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL		4618 FOSTER AVE LLC		C/O KAHAN & KAHAN 225 BROADWAY-SUITE 715NEW YORK NY 10007	02/05/2013	02/05/2018
DOL	NYC		A & T IRON WORKS INC		25 CLIFF STREET NEW ROCHELLE NY 10801	12/21/2009	12/21/2014
DOL	DOL	*****0711	A ULIANO & SON LTD		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL		A ULIANO CONSTRUCTION		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	NYC	*****5804	AAR/CO ELECTRIC INC		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	NYC	*****4486	ABBAY PAINTING CORP		21107 28TH AVENUE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL	*****9095	ABDO TILE CO		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9095	ABDO TILE COMPANY		6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****0635	ABOVE ALL PUMP REPAIR CORP		360 KNICKERBOCKER AVENUE BATAVIA NY 11716	10/20/2008	10/20/2013
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	AG	*****8219	ACTIVE CABLING INC		C/O FRANK DECAPITE 7 SYCAMORE ROAD DRWOODBURY NY 11797	10/02/2008	10/01/2013
DOL	DOL		ADAM A CEMERYS		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	07/08/2015
DOL	DOL	*****7584	ADAM'S FLOOR COVERING LLC		2718 CURRY ROAD SCHENECTADY NY 12303	07/08/2010	02/15/2017
DOL	DOL		ADESUWA UWUIGBE		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL		ALBERT CASEY		43-28 54TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	DOL		ALEJANDRO MATOS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL	*****8740	ALLSTATE ENVIRONMENTAL CORP		C/O JOSE MONTAS 27 BUTLER PLACEYONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL	*****8534	ALPHA INTERIORS INC		513 ACORN STREET/ SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****4274	AMERICAN STEEL MECHANICAL INC		693 PAINTER STREET MEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL	*****8291	AMIR'S VISION INC		230 PRATT STREET BUFFALO NY 14204	09/17/2008	09/17/2013
DOL	NYC		ANDERSON LOPEZ		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		ANDREW DIPAUL		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	12/11/2012	12/11/2017
DOL	AG		ANTHONY BRANCA		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DA		ANTHONY CARDINALE		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		ANTHONY POSELLA		30 GLEN HOLLOW ROCHESTER NY 14622	10/19/2009	10/19/2014
DOL	DOL		ANTHONY TAORMINA		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL		ANTHONY ULIANO		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****3020	APCO CONTRACTING CORP		24 SOUTH MARYLAND AVENUE PORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL	*****8688	ARC MECHANICAL CORP		215 MCCORMICK DRIVE BOHEMIA NY 11716	05/20/2009	05/20/2014
DOL	DOL	*****8482	ARGO CONTRACTING CORP		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	NYC		ARIE BAR		5902 AVENUE N BROOKLYN NY 11234	03/20/2009	03/20/2014
DOL	DOL	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014

**NYSDOL Bureau of Public Work Debarment List 05/16/2013**

**Article 8**

DOL	DOL	*****3953	ASCPAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	07/26/2017
DOL	DOL	*****2993	AST DRYWALL & ACOUSTICS INC		46 JOHN STREET - STE 711 NEW YORK NY 10038	12/16/2008	12/16/2013
DOL	DOL	*****2534	B & B CONCRETE CONTRACTORS INC		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
DOL	NYC		BASIL ROMEO		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		BEATRICE ORTEGA		764 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL	*****2294	BEDELL CONTRACTING CORP		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		BENNY VIGLIOTTI		C/O LUVIN CONSTRUCTION CO P O BOX 357CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL	*****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****8501	BLOCKHEAD CONCRETE & PAVING INC		P O BOX 71 CHEEKTOWAGA NY 14225	09/03/2008	09/03/2013
DOL	NYC	*****8377	BOSPHORUS CONSTRUCTION CORPORATION		3817 KINGS HIGHWAY-STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		BRIAN HOXIE		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****4311	C & F SHEET METAL CORP		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/24/2014
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		CANTISANI HOLDING LLC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****1143	CARMODY BUILDING CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****3368	CARMODY CONCRETE CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL		CARMODY CONTRACTING CORP		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL	*****6215	CARMODY CONTRACTING INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY ENTERPRISES LTD		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY INDUSTRIES INC		442 FERRIS AVENUE WHITE PLAINS NY 10603	05/04/2012	05/04/2017
DOL	DOL		CARMODY MAINTENANCE CORP		105 KISCO AVENUE MOUNT KISCO NY 10549	05/04/2012	05/04/2017
DOL	DOL	*****0324	CARMODY MASONRY CORP		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3812	CARMODY"2" INC		220 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL	*****9721	CATENARY CONSTRUCTION CORP		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/20/2014
DOL	DOL	*****1683	CATONE CONSTRUCTION COMPANY INC		294 ALPINE ROAD ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL		CATONE ENTERPRISES INC		225 DAKOTA STREET ROCHESTER NY 14423	03/09/2012	03/09/2017
DOL	DOL	*****7924	CBI CONTRACTING INCORPORATED		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL	*****5556	CERTIFIED INSTALLERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		CHARLES OKRASKI		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	DOL		CHARLES RIBAUDO		513 ACORN ST - SUITE C DEER PARK NY 11729	05/27/2010	05/27/2015
DOL	DOL	*****1416	CHEROMINO CONTROL GROUP LLC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	02/23/2017
DOL	DOL		CHRIS SAVOURY		44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL		CHRIST R PAPAS		C/O TRAC CONSTRUCTION INC 9091 ERIE ROADANGOLA NY 14006	02/03/2011	02/03/2016

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DOL	DOL		CHRISTOF PREZBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL		CITY GENERAL BUILDERS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****7086	CITY GENERAL IRON WORKS INC		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****5329	CNY MECHANICAL ASSOCIATES INC		P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	NYC	*****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	*****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL	*****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	*****8777	CROSSLAND ELECTRICAL SYSTEMS INC		846 EAST 52ND STREET BROOKLYN NY 11203	12/19/2008	12/29/2013
DOL	DOL	*****0115	CROW AND SUTTON ASSOCIATES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL	*****4266	CRYSTAL INTERIOR CONTRACTING INC		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL	*****1804	CUSTOM GARDEN LANDSCAPING INC		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL	*****9453	D & D MASON CONTRACTORS INC		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		D JAMES SUTTON		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		DANIEL CELLUCCI ELECTRIC		17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL	*****7129	DANIEL T CELLUCCI	DANIEL CELLUCCI ELECTRIC	17 SALISBURY STREET GRAFTON MA 01519	06/02/2010	06/02/2015
DOL	DOL		DARIN ANDERSON		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		DARREN MAYDWELL		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	02/20/2018
DOL	DOL		DEANNA J REED		5900 MUD MILL RD-BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****2311	DELCON CONSTRUCTION CORP		220 WHITE PLAINS ROAD TARRYTOWN NY 10591	08/27/2009	08/27/2014
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	10/19/2015
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		DESMOND CHARLES		922 CRESCENT STREET BROOKLYN NY 11208	05/21/2008	05/21/2013
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		DIMITEIUS KASSIMIS		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		DONALD NOWAK		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/24/2017
DOL	DOL	*****6148	DOT CONSTRUCTION OF NY INC		765 BRADY AVE - APT 631 BRONX NY 10462	05/21/2008	05/21/2013
DOL	DOL		DRAGOLJUB RADOJEVIC	61 WILLET ST - SUITE 14	PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	NYC	*****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL	*****8011	EOCA CLEANING CONTRACTORS INC		P O BOX 21-1022 BROOKLYN NY 11221	05/16/2012	05/16/2017
DOL	NYC	*****8074	ECONOMY IRON WORKS INC		670 SOUTHERN BLVD BRONX NY 10455	06/14/2011	06/14/2016
DOL	DOL		EDWARD L GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017



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DOL	DOL		EDWARD SUBEH		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	NYC	*****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL	*****3554	ELITE BUILDING ENTERPRISES INC		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/21/2013
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****6101	ENHANCED DATA COM INC		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		ERIKA BARNETT		253 BEACH BREEZE LANE UNIT BARVERNE NY 11692	02/05/2013	02/05/2018
DOL	DOL		ERROL L ALLEN		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		ESCO INSTALLERS LLC		1 CHELSEA COURT ATLANTIC CITY NJ 08401	10/06/2008	10/06/2013
DOL	DOL		ESTEVEZ & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVEZ & FRAGA INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		EVELIO ELLEDIAS		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****0329	FAULKES PLUMBING HEATING & AIR CONDITIONING INC		3 UPTON STREET HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		FERNANDO GOMEZ		201 RICHARDS STREET BROOKLYN NY 11231	02/25/2009	02/25/2014
DOL	DOL	*****0768	FISHER CONCRETE INC		741 WELSH ROAD JAVA CENTER NY 14082	04/08/2009	04/08/2014
DOL	DOL	*****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		FMS		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****8067	FORTH SPORT FLOORS INC		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL	*****0115	FOXCROFT NURSERIES INC		949 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		FRANCIS (FRANK) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK (FRANCIS) OSCIER		3677 SENECA STREET WEST SENECA NY 14224	09/03/2008	09/03/2013
DOL	NYC		FRANK ACOCCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERCANDO	C/O MERCANDO CONTRACTIN G CO INC	134 MURRAY AVENUE YONKERS NY 10704	11/22/2008	11/22/2013
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL		FRANK ORTIZ		75 SHERBROOK ROAD NORTH BABYLON NY 11704	07/01/2010	07/01/2015
DOL	DOL		FRED ABDO	ABDO TILE COMPANY AKA ABDO TILE CO	6179 EAST MOLLOY ROAD EAST SYRACUSE NY 13057	06/25/2010	07/02/2017
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL	*****6826	GBE CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	NYC		GELSOMINA TASSONE		25 CLIFF STREET NEW ROCHELLE NY 10801	06/15/2010	06/15/2015
DOL	DOL		GEORGE A PATTI III		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	NYC		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GEORGE SHINAS		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	DOL		GERALD A POLLOCK		336 TOMPKINS STREET CORTLAND NY 13045	06/29/2010	07/15/2016
DOL	DOL		GERALD F POLUCH JR		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	AG		GERARD IPPOLITO		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015

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DOL	DOL		GRATES MERCHANT NANNA INC		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/15/2015
DOL	DOL		GREGG G GRATES		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE IL 60417	11/10/2011	11/10/2016
DOL	DOL	*****9985	GROUND LEVEL CONSTRUCTION		10 GABY LANE CHEEKTOWAGA NY 14227	10/15/2009	10/15/2014
DOL	DOL	*****7735	GRYF CONSTRUCTION INC		394 SPOTSWOOD-ENGLISH RD MONROE NJ 08831	08/08/2011	08/08/2016
DOL	DOL		GUS PAPASTEFANOU		C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	DOL		H.H. RAUH CONSTRUCTION, LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL	*****2499	H.H. RAUH CONTRACTING CO., LLC		2930 RT. 394 ASHVILLE NY 14710	01/14/2011	01/14/2016
DOL	DOL		H.H. RAUH PAVING, INC.		7 WEST 1ST ST. LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	*****8904	HALLOCKS CONSTRUCTION CORP	P O BOX 278	YORKTOWN HEIGHTS NY 10598	12/01/2008	12/01/2013
DOL	DOL		HARALAMBOS KARAS		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	10/22/2013
DOL	DOL	*****5405	HARD LINE CONTRACTING INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		HI-TECH CONTRACTING CORP		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****4331	HIDDEN VALALEY EXCAVATING INC		225 SEYMOUR STREET FREDONIA NY 14063	02/08/2011	02/08/2016
DOL	DOL	*****9893	HOXIE'S PAINTING CO INC		2219 VALLEY DRIVE SYRACUSE NY 13207	12/04/2009	12/04/2014
DOL	DOL	*****6429	IDM ENTERPRISES INC		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL	*****8426	IMPERIAL MASONRY RESTORATION INC		141 ARGONNE DRIVE KENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****7561	INDUS GENERAL CONSTRUCTION		33-04 91ST STREET JACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DA	*****1958	IRON HORSE ONE INC		10 ROSWELL AVENUE OCEANSIDE NY 11572	09/30/2010	09/30/2015
DOL	DOL		ISABEL FRAGA		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		IVAN D MARKOVSKI		60 OUTWATER LANE GARFIELD NJ 07026	05/09/2009	05/09/2014
DOL	DOL		J & N LEASING AND BUILDING MATERIALS		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	*****1584	J M TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****9368	J TECH CONSTRUCTION		PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		J THE HANDYMAN			09/24/2012	09/24/2017
DOL	DOL		JAMES SICKAU		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL		JAMES WALSH		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL		JAY PRESUTTI		C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFFREY A NANNA		502 WOODBURNE DRIVE UTICA NY 13502	06/14/2010	06/14/2015
DOL	DOL		JEFFREY ARTIERI		107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL		JOHN BUONADONNA		283 NORTH MIDDLETOWN ROAD PEARL RIVER NY 10965	09/28/2009	09/28/2014
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	NYC		JOHN DITURI		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	NYC		JOHN FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016

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DOL	DOL		JOHN H LEE	JOHN LEE QUALITY PAVING	67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL		JOHN JIULIANNI		222 GAINSBORG AVENUE E WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL	*****1749	JOHN LEE QUALITY PAVING		67 WILER ROAD HILTON NY 14468	01/28/2013	01/28/2018
DOL	DOL	*****2701	JOHN SMYKLA	AFFORDABLE PAINTING PLUS	367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	*****9368	JORGE I DELEON	J TECH CONSTRUCTI ON	PO BOX 64782 ROCHESTER NY 14624	09/24/2012	09/24/2017
DOL	DOL		JORGE OUVINA		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		JOSE DOS SANTOS JR		85-08 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL		JOSE MONTAS		27 BUTLER PLACE YONKERS NY 10710	03/18/2011	03/15/2017
DOL	DOL		JOSEPH CASUCCI		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL		JOSEPH MONETTE		C/O JOHN MONETTE 140 ARMSTRONG AVENUESYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****1763	JR RESTORATION & ROOFING INC		152-65 11TH AVENUE WHITESTONE NY 11357	05/22/2008	05/22/2013
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL		K NELSON SACKOOR		16 JOY DRIVE NEW HYDE PARK NY 11040	01/05/2010	01/05/2015
DOL	NYC		KAMIL OZTURK		3715 KINGS HWY - STE 1D BROOKLYN NY 11234	06/30/2010	06/30/2015
DOL	DOL		KEMPTON MCINTOSH		8531 AVENUE B BROOKLYN NY 11236	12/16/2008	12/16/2013
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL	*****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL		KRZYSZTOF PRXYBYL		2 TINA LANE HOPEWELL JUNCTION NY 12533	01/06/2012	01/06/2017
DOL	DOL	*****6033	KUSNIR CONSTRUCTION		2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL	*****0526	LAGUARDIA CONSTRUCTION CORP		47-40 48TH STREET WOODSIDE NY 11377	07/01/2011	07/01/2016
DOL	NYC	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL	*****9628	LANCET ARCH INC		112 HUDSON AVENUE ROCHESTER NY 14605	02/14/2006	10/19/2014
DOL	DOL		LANCET SPECIALTY CONTRACTING CORP		C/O CATENARY CONSTRUCTION 112 HUDSON AVENUEROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	DOL		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LARRY FRANGOS		5752 WEST WEBB ROAD YOUNGSTOWN OH 44515	05/21/2008	05/21/2013
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMORE NY 14217	10/03/2012	10/03/2017
DOL	DOL	*****0597	LEED INDUSTRIES CORP	HI-TECH CONTRACTIN G CORP	114 PEART STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	*****7907	LEEMA EXCAVATING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	AG	*****5102	LIBERTY TREE SERVICE, INC.		563 MUNCEY ROAD WEST ISLIP NY 11795	07/14/2008	07/14/2013
DOL	DOL	*****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	01/07/2016
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	01/07/2016
DOL	DOL	*****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016

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DOL	NYC		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	NYC		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	DOL		MAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		MARGARET FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DOL		MARIA ESTEVES AKA MARIA MARTINS		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIA MARTINS AKA MARIA ESTEVES		C/O THREE FRIENDS CONSTR 986 MADISON AVENUEPATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		MARIO LUIS		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		MARIO R ECHEVERRIA JR		588 MEACHAM AVE-SUITE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL		MARK LINDSLEY		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/14/2014
DOL	NYC	*****4314	MASCON RESTORATION INC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	NYC	*****4314	MASCON RESTORATION LLC		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****0845	MASONRY CONSTRUCTION INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****3333	MASONRY INDUSTRIES INC		442 ARMONK ROAD MOUNT KISCO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****6826	MATSOS CONTRACTING CORPORATION		12-14 UTOPIA PARKWAY WHITESTONE NY 11357	02/10/2010	02/10/2015
DOL	AG	*****9970	MAY CONSTRUCTION CO INC		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL	*****9857	MBL CONTRACTING CORPORATION		2620 ST RAYMOND AVENUE BRONX NY 10461	08/30/2011	08/30/2016
DOL	DOL		MCI CONSTRUCTION INC		975 OLD MEDFORD AVENUE FARMINGDALE NY 11738	08/24/2009	08/24/2014
DOL	DOL	*****9028	MCINTOSH INTERIORS LLC		8531 AVENUE B BROOKLYN NY 11236	02/05/2013	02/05/2018
DOL	DOL	*****5936	MCSI ADVANCED AV SOLUTIONS LLC		2085 BRIGHTON HENRIETTA TOWN LINE ROADROCHESTER NY 14623	11/04/2010	11/04/2015
DOL	DOL	*****4259	MERCANDO CONTRACTING CO INC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	12/11/2014
DOL	DOL	*****9198	MICHAEL CZECHOWICZ	OCTAGON CO	37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL	*****6033	MICHAEL KUSNIR	KUSNIR CONSTRUCTI ON	2677 ANAWALK ROAD KATONAH NY 10536	08/03/2012	08/03/2017
DOL	DOL		MICHAEL MARGOLIN		4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	DOL	*****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	NYC		MOHAMMAD SELIM		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11372	03/04/2010	03/04/2015
DOL	DA		MOHAMMED SALEEM		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015
DOL	NYC	*****2690	MONDOL CONSTRUCTION INC		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	DOL		MORTON LEVITIN		3506 BAYFIELD BOULEVARD OCEANSIDE NY 11572	08/30/2011	08/30/2016
DOL	DOL	*****2737	MOUNTAIN'S AIR INC		2471 OCEAN AVENUE- STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017
DOL	NYC		MUHAMMAD ZULFIQAR		129-06 18TH AVENUE COLLEGE POINT NY 11356	02/09/2012	02/09/2017
DOL	DOL	*****2357	MUNICIPAL MILLING & MIX-IN- PLACE		9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		MURRAY FORTH		P O BOX 74 EAST GREENBUSH NY 12061	02/28/2012	10/01/2017
DOL	DA	*****9642	MUTUAL OF AMERICAL GENERAL CONSTRUCTION & MANAGEMENT CORP		768 LYDIG AVENUE BRONX NY 10462	08/18/2009	05/25/2015

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DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL		N PICCO AND SONS CONTRACTING INC		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/11/2009	08/11/2014
DOL	DOL	*****4133	NASDA ELECTRICAL ENTERPRISES INC		134-25 166 PLACE - #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL	*****9445	NASDA ENTERPRISES INC		134-25 166 PLACE #5E JAMAICA NY 11434	08/07/2008	08/07/2013
DOL	DOL		NAT PICCO		154 EAST BOSTON POST ROAD MAMARONECK NY 10543	08/22/2009	08/22/2014
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		NICOLE SPELLMAN		2081 JACKSON AVENUE COPIAGUE NY 11726	06/03/2010	06/03/2015
DOL	DOL		NIKOLAS PSAREAS		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****7041	NYCOM SERVICES CORP		80-12 ASTORIA BOULEVARD EAST ELMHURST NY 11370	11/22/2008	11/22/2013
DOL	DOL	*****0797	O GLOBO CONSTRUCTION CORP		85-06 60TH AVENUE ELMHURST NY 11373	11/21/2008	11/21/2013
DOL	DOL	*****9198	OCTAGON CO		37-11 35TH AVENUE-2ND FL LONG ISLAND CITY NY 11101	01/08/2013	01/08/2018
DOL	DOL		OKBY ELSAYED		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	NYC		OLIVER HOLGUIN		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL	*****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL		PATRICK SHAUGHNESSY		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	DOL		PAUL VERNA		C/O AMERICAN STEEL MECHA 693 PAINTER STREETMEDIA PA 19063	02/20/2013	02/20/2018
DOL	DOL		PEDRO RINCON		131 MELROSE STREET BROOKLYN NY 11206	03/02/2010	03/02/2015
DOL	DOL	*****9569	PERFORM CONCRETE INC		31 DURANT AVENUE BETHEL CT 06801	07/02/2012	07/02/2017
DOL	DOL		PETER J LANDI		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****7229	PETER J LANDI INC		249 MAIN STREET EASTCHESTER NY 10709	10/05/2009	10/05/2014
DOL	DOL	*****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	*****5419	PINE VALLEY LANDSCAPE CORP		RR 1, BOX 285-B BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		PRECISION DEVELOPMENT CORP		115 LEWIS STREET YONKERS NY 10703	05/12/2009	05/12/2014
DOL	DOL	*****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****9359	PRECISION STEEL ERECTORS INC		P O BOX 949 BREWERTON NY 13029	09/02/2008	09/02/2013
DOL	DOL	*****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	*****2326	PUTMAN CONSTRUCTION COMPANY OF WESTERN NY		29 PHYLLIS AVENUE BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****7294	REDWOOD FLOORING, INC.		88 REDWOOD DRIVE ROCHESTER NY 14617	05/16/2008	05/16/2013
DOL	NYC	*****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSEAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL	*****1721	ROBERTS CONSTRUCTION OF UPSTATE NEW YORK INC		5 SANGER AVENUE NEW HARTFORD NY 13413	01/28/2009	01/28/2014

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DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING CO 620 COMMERCE STREETTHORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL		ROCMAR CONSTRUCTION CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****7083	ROCMAR CONTRACTING CORP		620 COMMERCE STREET THORNWOOD NY 10594	09/24/2012	09/24/2017
DOL	DOL	*****9025	ROJO MECHANICAL LLC		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL		RONALD R SAVOY	C/O CNY MECHANICAL ASSOCIATES INC	P O BOX 250 EAST SYRACUSE NY 13057	11/06/2008	11/06/2013
DOL	DOL	*****5905	ROSE PAINTING CORP		222 GAINSBORG AVENUE EAST WEST HARRISON NY 10604	05/10/2010	05/10/2015
DOL	DOL		ROSEANNE CANTISANI		11 TATAMUCK ROAD POUND RIDGE NY 10576	05/04/2012	05/04/2017
DOL	NYC		ROSS J HOLLAND		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	DOL		RUTH H SUTTON		939 GROVESIDE ROAD BUSKIRK NY 12028	08/27/2008	08/27/2013
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	DOL	*****9066	SAMAR PAINTING & DECORATING INC		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	DOL	*****4923	SCHENLEY CONSTRUCTION INC		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		SCOTT LEONARD	GLOBAL TANK CONSTRUCTI ON LLC	P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	NYC	*****4020	SERVI-TEK ELEVATOR CORP		2546 EAST TREMONT AVENUE BRONX NY 10461	06/04/2009	06/04/2014
DOL	DOL	*****3540	SEVEN STAR ELECTRICAL CONTRACTING CORP		23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		SEVEN STAR ELECTRICAL INC		C/O THEONI ATHANASIADIS 1023 COMMACK ROADDIX HILLS NY 11746	06/27/2011	06/27/2016
DOL	NYC		SHAFIQUL ISLAM		11-27 30TH DRIVE LONG ISLAND CITY NY 11102	05/25/2011	05/25/2016
DOL	NYC		SHAHZAD ALAM		21107 28TH AVE BAYSIDE NY 11360	07/02/2012	07/02/2017
DOL	DOL		SHAIKF YOUSUF		C/O INDUS GENERAL CONST 33-04 91ST STREETJACKSON HEIGHTS NY 11372	04/28/2010	04/28/2015
DOL	DOL	*****0256	SIERRA ERECTORS INC		79 MADISON AVE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL	*****0415	SIGNAL CONSTRUCTION LLC		199 GRIDER STREET BUFFALO NY 14215	11/14/2006	02/25/2015
DOL	DOL	*****8469	SIGNATURE PAVING AND SEALCOATING		P O BOX 772 JAMESTOWN NY 14701	08/13/2010	08/13/2015
DOL	DOL	*****8469	SIGNATURE SEALCOATING AND STRIPING SERVICE		345 LIVINGSTON AVENUE P O BOX 772JAMESTOWN NY 14702	04/04/2007	08/13/2015
DOL	DOL	*****0667	SNEEM CONSTRUCTION INC		43-22 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		SPASOJE DOBRIC		61 WILLET STREET - SUITE PASSAIC NJ 07055	07/09/2010	02/23/2017
DOL	DOL		SPORTSCRAFTERS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****3539	SPOTLESS CONTRACTING	IMPACT INDUSTRIAL SERVICES INC	44 THIELLS-MT IVY ROAD POMONA NY 10970	10/14/2011	10/14/2016
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL		STEFANIE MCKENNA		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		STEPHEN BALZER		34-08 PARKWAY DRIVE BALDWIN NY 11510	07/01/2008	07/01/2013
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	*****4081	STS CONSTRUCTION OF WNY		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014

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DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVEY NY 10913	07/26/2012	07/26/2017
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL	*****9676	T D CONTRACTORS CORP	T D CONTRACTOR S INC	113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		T D CONTRACTORS INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****4293	THE J OUVINA GROUP LLC		344 SOUNDVIEW LANE COLLEGE POINT NY 11356	11/22/2011	11/22/2016
DOL	DOL		THE THORNE GROUP INC		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL	*****2070	THE UNIVERSAL GROUP OF NEW YORK INC		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	02/20/2018
DOL	DOL		THEODORE F FAULKS		18 FIREWEED TRAIL HILTON NY 14468	06/10/2008	06/10/2013
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREET ASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS ASCHMONEIT		79 MADISON AVENUE - FL 17 NEW YORK NY 10016	04/16/2009	04/16/2014
DOL	DOL		THOMAS DEMARTINO		158-11 96TH STREET HOWARD BEACH NY 11414	06/25/2009	06/25/2014
DOL	DOL		THOMAS TERRANOVA		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL	*****2734	THREE FRIENDS CONSTRUCTION CORP		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREET SUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	DOL		TIMOTHY P SUCH		893 EAGLE STREET BUFFALO NY 14210	06/09/2009	06/09/2014
DOL	DOL		TNT DEMOLITION AND ENVIRONMENTAL INC		355 COUNTY ROUTE 8 FULTON NY 13069	08/08/2009	08/19/2014
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****3315	TOTAL DOOR SUPPLY & INSTALLATION INC		16 JOY DRIVE NEW HYDE PPARK NY 11040	01/05/2010	01/05/2015
DOL	DOL	*****8176	TOURO CONTRACTING CORP		1541 EAST 56TH STREET BROOKLYN NY 11234	05/04/2012	05/04/2017
DOL	DOL	*****2357	TRAC CONSTRUCTION INC	MUNICIPAL MILLING & MIX -IN- PLACE	9091 ERIE ROAD ANGOLA NY 14006	02/03/2011	02/03/2016
DOL	DOL		TRI STATE TRUCKING INC		140 ARMSTRONG AVENUE SYRACUSE NY 13209	10/21/2009	10/21/2014
DOL	DOL	*****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016
DOL	DOL	*****4294	TWT CONSTRUCTION COMPANY INC		13 NEW ROAD/SUITE 1 NEWBURGH NY 12550	11/15/2010	11/15/2015
DOL	DOL		ULIANO AND SONS INC		22 GRIFFEN COURT MILLER PLACE NY 11746	10/26/2010	10/26/2015
DOL	DOL	*****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL		VIRGINIA L CAPONE		137 E MAIN STREET ELMSFORD NY 10523	12/01/2008	12/01/2013
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL	*****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM PUTNAM		50 RIDGE ROAD BUFFALO NY 14215	09/03/2008	09/03/2013
DOL	DOL		WILLIAM SCRIVENS		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		WILLIAM THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		WILLIAM W FARMER JR		112 HUDSON AVENUE ROCHESTER NY 14605	10/19/2009	10/19/2014
DOL	NYC	*****5498	XAVIER CONTRACTING LLC		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	AG		YULY ARONSON		700 SUMMER STREET STAMFORD CT	11/24/2009	11/24/2014
DOL	DOL		YURIY IVANIN		C/O MOUNTAIN'S AIR INC 2471 OCEAN AVENUE-STE 7A BROOKLYN NY 11229	09/24/2012	09/24/2017

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**SECTION 00 90 00**  
**REVISIONS, CLARIFICATIONS, MODIFICATIONS, AND WITHDRAWALS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 00 40 10 Bid Form – Stipulated Sum
- B. 00 70 20 Appendix E – Essex County General Specifications for Procurement Contracts

**PART 2 – ITB REVISIONS**

**2.01 REVISIONS**

- A. Since the design of the public safety remote communications system is still undergoing changes, the possibility exists that some requirements contained herein may be subject to change during the time in which the County releases the ITB, the pre-bid conference and site visits are conducted, and bid responses are received and evaluated. Should changes occur that impact the scope of work, the County will issue addenda to allow bidders the opportunity to revise their submittals.
- B. For additional information on revisions, see Appendix E – Essex County General Specifications for Procurement Contracts.

**PART 3 – ITB CLARIFICATIONS**

**3.01 CLARIFICATIONS**

- A. In the event that requirements are stated in more than one section of this ITB and/or appendices and appear to conflict, the more stringent requirement shall apply.
- B. For additional information regarding proposal clarifications and revisions, see Appendix E – Essex County General Specifications for Procurement Contracts.

**PART 4 – ITB MODIFICATIONS AND WITHDRAWALS**

**4.01 MODIFICATIONS AND WITHDRAWALS**

- A. See Appendix E – Essex County General Specifications for Procurement Contracts.

END OF SECTION 00 80 00



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**DIVISION 01**  
**GENERAL REQUIREMENTS**

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**SECTION 01 00 00**  
**GENERAL REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 00 50 00 Contracting Forms and Supplements
- B. 00 70 00 Conditions of the Contract
- C. 26 60 00 Electrical Design Drawings
- D. 26 70 00 Bill of Materials (BOM)

**1.02 GENERAL REQUIREMENTS**

- A. The SELECTED EC shall furnish, install, and test all of the materials, equipment (i.e., products), and services as specified in the ITB and Contract Documents and all applicable federal, state, and local laws; statutes; codes; regulations; and standards. This includes all incidentals, equipment, appliances, services, hoisting, scaffolding, supports, tools, supervision, labor, consumable items, fees, licenses, permits, etc., necessary to provide complete and operable systems. The SELECTED EC shall also perform operational startup testing of each installed component and system.
- B. This ITB, including the accompanying Contract Documents (BOM, electrical design drawings, and specifications), may not specify or illustrate all of the required materials, equipment (i.e., products), and services required to provide complete and operable systems in compliance with all applicable federal, state, and local laws; statutes; codes; regulations; and standards. The County expects the EC to be familiar with all applicable laws, statutes, codes, and regulations and provide a fully compliant bid response.
- C. After review of the ITB and Contract Documents, the EC shall demonstrate their understanding of the content by providing an all-inclusive bid response to the County. **The EC shall include all materials, equipment (i.e., products), and services required to accomplish the scope of work to provide complete, compliant, and operable systems.**
- D. The SELECTED EC shall install materials, equipment (i.e., products), and systems in a manner that does not conflict with the operation, servicing, and maintenance of existing and proposed equipment and systems.
- E. Other parties shall provide materials, equipment (i.e., products), and services as part of the overall radio communications system project. With the exception of the radio

communications equipment, unless specifically indicated as being supplied or installed by others, all materials, equipment (i.e., products), and services noted on the electrical design drawings and/or indicated in the specifications shall be included in the EC's bid response.

- F. Upon Contract award, the SELECTED EC shall review the project plans of the other parties providing materials, equipment (i.e., products), and services for each communications site and inform the County and Construction Manager (CM) in writing of all conditions which obstruct, interfere with, or in any way prevent them from completing the work.
- G. The SELECTED EC shall measure and document all equipment building and shelter dimensions prior to and during the installation of the electrical materials, equipment (i.e., products), and associated components and notify the County and CM in writing of any issues impacting their ability to provide complete and operable systems. **The SELECTED EC shall correct all errors incurred because of their failure to check, verify, and report dimensions, measurements, etc. at no expense to the County.**

### 1.03 SCOPE OF WORK

- A. The SELECTED EC shall perform the entire scope of work contained in the ITB and Contract Documents.
- B. Work also includes minor items, which may not be shown in the electrical design drawings or stated in the specifications, but are necessary to provide complete, compliant, and working electrical systems.
- C. At communications sites where new electrical service is needed, the SELECTED EC shall generate the electronic service request (ESR) / electronic service order (ESO) with the commercial utility provider and coordinate the design, installation, and testing of the service with the utility provider and the County's CM.
- D. If, in the interpretation of the ITB and Contract documents, it appears that the electrical design drawings and specifications do not agree, the one requiring the greater quantity or superior quality and grade shall prevail. Addenda supersede the provisions that they amend.

### 1.04 COMPLIANCE

- A. Regulatory Requirements: Applicable federal, state, and local laws; statutes; codes; and regulations shall govern the complete installation.
- B. Permits: The SELECTED EC shall obtain permits and pay all fees required by federal, state, and local laws; statutes; codes; and regulations.
- C. Compliance: The latest applicable recognized editions of the following codes, standards, specifications, and regulations shall be considered minimum requirements (presented in alphabetical order; not reflective of priority):
  - 1. American National Standards Institute (ANSI)

2. American Society of Testing & Materials (ASTM)
3. Electrical Testing Laboratories (ETL)
4. Independent Testing Laboratories (ITL)
5. Institute of Electrical and Electronic Engineers, Inc. (IEEE)
6. Insulated Power Cable Engineers Association (IPCEA)
7. Local Codes and Regulations
8. Local Utility Standards and Regulations
9. Motorola's R56 – *Standards and Guidelines for Communication Sites* (latest revision)
10. National Electrical Code (NEC) (NFPA #70)
11. National Electrical Contractors Association (NECA)
12. National Electrical Manufacturers Association (NEMA)
13. National Fire Protection Association (NFPA) 101, 12A, 72D, 72E, 75
14. The Building Code of New York State
15. The Energy Conservation Construction Code of New York State
16. Underwriters Laboratories, LLC (UL)

#### **1.05 QUALITY REQUIREMENTS**

- A. The SELECTED EC shall comply with all Quality Requirements outlined in the ITB and Contract Documents along with all industry best practices.

#### **1.06 TESTING AND ADJUSTMENTS**

- A. The SELECTED EC shall furnish testing equipment, instruments, and personnel to perform all test procedures and adjustments required to validate the installation of electrical materials, equipment (i.e., products), and systems.

END OF SECTION 01 00 00

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**SECTION 01 00 10**  
**ABBREVIATIONS AND DEFINITIONS**

**PART 1 – ABBREVIATIONS**

**1.01 ABBREVIATIONS (abridged)**

- |    |                     |   |
|----|---------------------|---|
| A. | Bidders / EC:       | Qualified electrical contractors submitting proposals in response to this Invitation to Bid (ITB)   |
| B. | BOM:                | Bill of Materials   |
| C. | COI:                | Certificate of Insurance  |
| D. | CM:                 | Construction Manager  |
| E. | Contract Documents: | All documents pertaining to the invitation to bid (ITB), including specifications, electrical design drawings, bill of materials (BOM), contract forms, along with the County's Contract with the SELECTED EC   |
| F. | County/Owner:       | Essex County, New York  |
| G. | Electrical Feed:    | All of the required electrical equipment and accessories including electrical wires and cables, circuits, breakers, panelboards, wiring devices, device boxes/receptacles, raceways, supporting devices, etc. to provide complete, code-compliant, and working electrical power to equipment. |
| H. | Engineer:           | The Electrical Designer responsible for preparing the design drawings, specifications, and bill of materials (BOM)  |
| I. | ESR / ESO:          | Electronic Service Request / Electronic Service Order   |
| J. | GC:                 | The General Contractor performing the radio communications site development, construction, and civil engineering work   |
| K. | ITB:                | The invitation to bid (ITB) comprises this entire Bid Document Package, including specifications, electrical design drawings, bill of materials (BOM), and contract forms   |
| L. | Lewis PSB:          | Lewis Public Safety Building (PSB)  |
| M. | LMR:                | Land Mobile Radio   |
| N. | Products:           | Materials and equipment, including accessory components   |
| O. | SELECTED EC:        | The electrical contractor(s) selected to provide, install, bond, and test the materials, equipment (i.e., products), and services called  |

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for in the ITB and Contract Documents

P. 66 Block: Punchdown block for connecting/bridging multiple wires

## **PART 2 – BASIC DEFINITIONS**

Concealed: Embedded in masonry or other construction, installed behind wall furring, within partitions or hung ceilings (permanent or removable), in trenches, or in crawl spaces

Exposed: Not installed underground nor concealed

Noted: As indicated on the electrical design drawings and/or contained in the specifications and BOM

Indicated or Shown: As indicated in the specifications and/or shown on the design drawings

Wiring: Conduits, fittings, wire, junction and outlet boxes, switches, cutouts, receptacles, and other associated components (see also Electrical Feed)

END OF SECTION 01 00 10

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**SECTION 01 10 00  
PROJECT SUMMARY**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- |    |             |   |
|----|-------------|---|
| A. | 00 10 00    | Invitation to Bid (ITB)                               |
| B. | 00 10 10    | Estimated Project Schedule                            |
| C. | 00 50 00    | Contracting Forms and Supplements                     |
| D. | 00 70 00    | Conditions of the Contract                            |
| E. | 26 60 00    | Electrical Design Drawings                            |
| F. | 26 70 00    | Bill of Materials (BOM)                               |
| G. | 26 80 00    | APEX Imax Surge Protection Device (SPD) Product Sheet |
| H. | Division 01 | General Requirements                                  |
| I. | Division 02 | Existing Conditions                                   |
| J. | Division 26 | Electrical Requirements                               |

**PART 2 – DESCRIPTION OF WORK**

**2.01 INTENT**

- A. The following parts summarize the materials, equipment (i.e., products), and services that the SELECTED EC shall provide as called for in the ITB and Contract Documents. This list is not all-inclusive and shall not limit the extent of the materials, equipment (i.e., products), and services identified in the ITB and Contract Documents required to provide complete, compliant, and operational systems.

**2.02 INCLUSIONS AND EXCLUSIONS**

- A. Underground Conduits:
1. The General Contractor (GC) will perform the underground conduit trenching, provide and install the underground conduits (with pull strings), and perform trench backfill/compaction for all sites except Angier Hill and Blue Mountain, where the SELECTED EC shall be responsible for all trenching and underground conduits required for grounding (earthing), exterior alarm point sensors and circuits, and the ground test wells.
  2. The SELECTED EC is responsible for installing and testing all circuits to be contained within the underground conduits.

- B. External Grounding (earthing):
  - 1. Except where otherwise noted, the GC will install the external (outside plant (OSP)) electrical grounding (earthing) systems and bond exterior equipment to the grounding (earthing) systems. The SELECTED EC is responsible for external grounding (earthing) and bonding to the extent noted on the electrical design drawings and contained within the specifications.
- B. Internal Grounding (earthing):
  - 1. The radio communications equipment vendors will bond their equipment, equipment racks and chassis, and associated components to the equipment building or shelter grounding (earthing) systems.
  - 2. The SELECTED EC is responsible for all grounding (earthing) related to the materials, equipment (i.e., products), and components supplied as part of the ITB and Contract Documents.
- C. Raceways (i.e., cable trays):
  - 1. The GC will provide, install, and bond raceways (i.e., cable trays) for the radio communications equipment.
  - 2. The SELECTED EC shall be responsible for providing, installing, and bonding cable trays, raceways, pipes, and other required conduits for the electrical systems only.
- D. Uninterruptible Power Supplies (UPS):
  - 1. As indicated on the electrical design drawings and in the BOM, the County will provide the UPS units. The SELECTED EC shall provide, install, bond, and test the electrical feeds for the UPS units along with the UPS power distribution equipment (distribution panel, disconnect breakers, receptacles and whip cables, and external maintenance bypass switches).

## **2.03 SUMMARY OF WORK BY REMOTE COMMUNICATIONS SITE**

- A. **Angier Hill:**
  - 1. Electrical:
    - a. Provide, install, bond, and test electrical feeds for the uninterruptible power supply (UPS), land mobile radio (LMR), microwave radio, and Low Band paging equipment.
    - b. Provide, install, bond, and test the UPS power distribution equipment (distribution panel, disconnect breakers, receptacles and whip cables, and external maintenance bypass switch).
    - c. Provide, install, bond, and test other electrical feeds and equipment as indicated on the electrical design drawings and in the BOM.
    - d. Provide, install, bond, and test the surge protection devices (SPD), also known as transient voltage surge suppression (TVSS).
    - e. Provide and install electrical accessories including supporting devices, etc.
    - f. Provide, install, bond, and test the Emon® metering device.
    - g. Modify the existing electrical service to allow use of the existing generator.
    - h. Update the circuit breaker panelboard directories.

2. Grounding (earthing) and Bonding:
  - a. Provide, install, bond, and test internal and external grounding (earthing) systems.
  - b. Ground (earth) and bond interior and exterior equipment.
  - c. Provide and install the ground test well.
3. Facility Alarm Point Sensors and Circuits:
  - a. Provide, install, bond, and test the 66 block and alarm point sensors, circuits, and equipment for the smoke detection system, HVAC, doors, thermostat, generator, and LPG fuel storage tanks.
4. Underground Conduits:
  - a. Perform trenching and backfill for the underground conduits.
  - b. Provide and install the underground conduits and associated equipment for the exterior facility alarm point sensors and grounding (bonding) systems.
5. Other Materials, Equipment (i.e., products), and Services:
  - a. Provide, install, bond, and test all other associated materials and equipment (i.e., products) as indicated on the electrical design drawings, in the BOM, and as required to provide complete, compliant, and working systems.

**B. Belfry Mountain:**

1. Inclusions and Exclusions:
  - a. The GC will be responsible for the construction of this new remote communications site, including providing, installing, and testing the utility service, conduits, grounding (earthing), etc. No electrical design drawing is available for this site.
  - b. The SELECTED EC's scope of work is limited to:
    - i. Providing, installing, and testing the alarm point sensors and circuits and associated equipment required to monitor the generator conditions and the liquid petroleum gas (LPG) fuel storage tank level.
    - ii. Providing, installing, and testing the UPS power distribution equipment (distribution panel, disconnect breakers, receptacles, and external maintenance bypass switch) to be contained within the new prefabricated equipment shelter.
2. Electrical:
  - a. Provide, install, bond, and test the electrical feed for the UPS.
  - b. Provide, install, bond, and test the UPS power distribution equipment (distribution panel, disconnect breakers, receptacle whip cables, and external maintenance bypass switch).
  - c. Provide and install electrical accessories including supporting devices, etc.
  - d. Update the circuit breaker panelboard directories.
3. Facility Alarm Point Sensors and Circuits:
  - a. Provide, install, bond, and test the alarm point sensors and circuits for the generator and LPG fuel storage tank.



4. Other Materials, Equipment (i.e., products), and Services:
  - a. Provide, install, bond, and test all other associated materials and equipment (i.e., products) as indicated on the electrical design drawings, in the BOM, and as required to provide complete, compliant, and working systems.

**C. Blue Mountain:**

**Note** – The Blue Mountain communications site comprises two equipment shelters, which the electrical design drawings indicate as the “Old Collocation Space (Shelter 1)” and the “New Collocation Space (Shelter 2).”

1. Old Collocation Space:
  - a. Electrical:
    - i. Provide, install, bond, and test the electrical feed for the UPS.
    - ii. Install and test the SPD (provided by others) for the Low Band paging equipment to the main distribution panel.
    - iii. Update the circuit breaker panelboard directories.
  - b. Facility Alarm Point Sensors and Circuits:
    - i. Provide, install, bond, and test the new 66 blocks and alarm point sensors, circuits, and equipment for the smoke detection system, HVAC, doors, thermostat, and generator.
  - c. Other Materials, Equipment (i.e., products), and Services:
    - i. Provide, install, bond, and test all other associated materials and equipment (i.e., products) as indicated on the electrical design drawings, in the BOM, and as required to provide complete, compliant, and working systems.
2. New Collocation Space:
  - a. Electrical:
    - i. Provide, install, bond, and test electrical feeds for the microwave radio equipment.
    - ii. Provide, install, bond, and test other electrical feeds and equipment as indicated on the electrical design drawings and in the BOM.
    - iii. Provide, install, bond, and test the SPD.
    - iv. Modify the existing electrical service to allow use of the existing generator.
    - v. Update the circuit breaker panelboard directories.
  - b. Facility Alarm Point Sensors and Circuits:
    - i. Provide, install, bond, and test alarm point sensors, circuits, and equipment.
3. Grounding (earthing) and Bonding:
  - a. Provide, install, bond, and test internal and external grounding (earthing) systems (if not already present).
  - b. Ground (earth) and bond interior and exterior equipment (where applicable).
4. Underground Conduits:

- a. Perform trenching and backfill for the grounding (earthing) system between the Old Collocation Space (Shelter 1) and the New Collocation Space (Shelter 2) (if not already present).
5. Other Materials, Equipment (i.e., products), and Services:
  - a. Provide, install, bond, and test all other associated materials and equipment (i.e., products) as indicated on the electrical design drawings, in the BOM, and as required to provide complete, compliant, and working systems.

**D. Gore Mountain:**

**Note** – The County is collocating their equipment within a new prefabricated equipment shelter provided by others. Therefore, the SELECTED EC's scope of work is limited to providing, installing, and testing the UPS electrical feed, SPD, and associated equipment. No electrical design drawing is available for this site.

The SELECTED EC's scope of work is limited to the following items.

1. Electrical:
  - a. Provide, install, bond, and test the electrical feed for the UPS.
  - b. Provide, install, bond, and test the UPS power distribution equipment (distribution panel, disconnect breakers, receptacles and whip cables, and external maintenance bypass switch).
  - c. Provide and install electrical accessories including supporting devices, etc.
  - d. Update the circuit breaker panelboard directories.
2. Grounding (earthing) and Bonding:
  - a. Ground (earth) and bond electrical equipment installed as part of this scope of work.
3. Other Materials, Equipment (i.e., products), and Services:
  - a. Provide, install, bond, and test all other associated materials and equipment required to provide complete, compliant, and working UPS and SPD systems.

**E. Grandpas Knob:**

1. Electrical:
  - a. Provide, install, bond, and test electrical feeds for the microwave radio equipment.
  - b. Provide, install, bond, and test other electrical feeds and equipment as indicated on the electrical design drawings and in the BOM.
  - c. Provide, install, bond, and test the SPD.
  - d. Provide and install electrical accessories including supporting devices, etc.
  - e. Provide, install, bond, and test the Emon® metering device.
  - f. Modify the existing electrical service to allow use of the existing generator.
  - g. Update the circuit breaker panelboard directories.
2. Grounding (earthing) and Bonding:
  - a. Ground (earth) and bond electrical equipment as indicated on the electrical design drawings and/or installed/modified as a result of the ITB and Contract Documents.

3. Other Materials, Equipment (i.e., products), and Services:
  - a. Provide, install, bond, and test all other associated materials and equipment (i.e., products) as indicated on the electrical design drawings, in the BOM, and as required to provide complete, compliant, and working systems.

**F. Lewis PSB:**

1. Electrical:
  - a. Provide, install, bond, and test electrical feeds for the LMR, microwave radio, and radio dispatch console equipment.
  - b. Provide, install, bond, and test other electrical feeds and equipment as indicated on the electrical design drawings and in the BOM.
  - c. Provide and install electrical accessories including supporting devices, etc.
  - d. Update the circuit breaker panelboard directories.
2. Grounding (earthing) and Bonding:
  - a. Ground (earth) and bond electrical equipment as indicated on the electrical design drawings and/or installed/modified as a result of the ITB and Contract Documents.
3. Other Materials, Equipment (i.e., products), and Services:
  - a. Provide, install, bond, and test all other associated materials and equipment (i.e., products) as indicated on the electrical design drawings, in the BOM, and as required to provide complete, compliant, and working systems.

**G. Mount Pisgah:**

**Note** – Another party is providing the prefabricated equipment shelter, which will include the interior grounding (earthing) system and facility alarm point sensors and circuits.

1. Electrical:
  - a. Provide, install, bond, and test the UPS power distribution equipment (distribution panel, disconnect breakers, receptacle whip cables, and external maintenance bypass switch) within the new prefabricated equipment shelter.
  - b. Provide, install, bond, and test other electrical feeds and equipment as indicated on the electrical design drawings and in the BOM.
  - c. Provide and install electrical accessories including supporting devices, etc.
  - d. Update the circuit breaker panelboard directories.
2. Grounding (earthing) and Bonding:
  - a. Ground (earth) and bond the components for the commercial utility service.
  - b. Ground (earth) and bond electrical equipment installed and/or modified as a result of the ITB and Contract Documents.
3. Facility Alarm Point Sensors and Circuits:
  - a. Verify that the facility alarm point sensors, circuits, and equipment for the prefabricated equipment shelter smoke detection system, HVAC, doors, thermostat, generator, and LPG fuel storage tanks (provided/installed by others) are installed correctly and operational.
4. New Utility Service:

- a. Initiate the ESR/ESO with the commercial utility provider.
  - b. Provide, install, bond, and test the new 120/240 VAC 200A electrical service circuit between the commercial utility provider's demarcation point and the County's new prefabricated equipment shelter.
  - c. Provide, install, bond, and test the commercial utility metering device.
5. Other Materials, Equipment (i.e., products), and Services:
- a. Provide, install, bond, and test all other associated materials and equipment (i.e., products) as indicated on the electrical design drawings, in the BOM, and as required to provide complete, compliant, and working systems.

**H. Terry Mountain:**

**Note** – An existing equipment building and new prefabricated equipment shelter comprises the Terry Mountain remote communications site. The prefabricated equipment shelter includes the interior grounding (earthing) system and facility alarm point sensors and circuits.

1. Electrical:
  - a. Provide, install, bond, and test electrical feeds and equipment as indicated on the electrical design drawings and in the BOM.
  - b. Modify the existing automatic transfer switch (ATS) and electrical service to allow use of the existing generator.
  - c. Provide, install, bond, and test the radio communications tower obstruction beacon lighting control system.
  - d. Provide and install electrical accessories including supporting devices, etc.
  - e. Provide, install, bond, and test the Emon® metering bank and devices.
  - f. Update the circuit breaker panelboard directories.
2. Grounding (earthing) and Bonding:
  - a. Provide internal and external grounding (earthing) systems.
  - b. Ground (earth) and bond interior and exterior equipment.
3. Facility Alarm Point Sensors and Circuits:
  - a. Provide, install, bond, and test the 66 block and alarm point sensors, circuits, and equipment for the doors, thermostat, generator, and diesel fuel storage tanks located within the existing equipment building.
  - b. Provide, install, bond, and test the circuits between the existing equipment building and new prefabricated equipment shelter to relay the existing equipment building alarms to the 66 block in the new prefabricated equipment shelter.
  - c. Verify that the facility alarm point sensors, circuits, and equipment for the new prefabricated equipment shelter smoke detection system, HVAC, doors, and thermostat, are installed correctly and operational.
4. Utility Service Extension:
  - a. Provide, install, bond, and test the circuit to extend 120/208 VAC 200A electrical service circuit between the existing equipment building and the new prefabricated equipment shelter.

5. Other Materials, Equipment (i.e., products), and Services:
  - a. Provide, install, bond, and test all other associated materials and equipment (i.e., products) as indicated on the electrical design drawings, in the BOM, and as required to provide complete, compliant, and working systems.

**I. Wells Hill:**

**Note** – Another party is providing the prefabricated equipment shelter, which will include the interior grounding (earthing) system and facility alarm point sensors and circuits.

1. Electrical:
  - a. Provide, install, bond, and test other electrical feeds and equipment as indicated on the electrical design drawings and in the BOM.
  - b. Provide and install electrical accessories including supporting devices, etc.
  - c. Update the circuit breaker panelboard directories.
2. Grounding (earthing) and Bonding:
  - a. Ground (earth) and bond the components for the commercial utility service.
  - b. Ground (earth) and bond electrical equipment installed and/or modified as a result of the ITB and Contract Documents.
3. Facility Alarm Point Sensors and Circuits:
  - a. Verify that the facility alarm point sensors, circuits, and equipment for the equipment prefabricated shelter smoke detection system, HVAC, doors, thermostat, generator, and LPG fuel storage tanks (provided/installed by others) are installed correctly and operational.
4. New Utility Service:
  - a. Initiate the ESR/ESO with the commercial utility provider.
  - b. Provide, install, bond, and test the new 120/240 VAC 200A electrical service circuit between the commercial utility provider's demarcation point and the County's new equipment shelter.
  - c. Provide, install, bond, and test the commercial utility metering device.
5. Other Materials, Equipment (i.e., products), and Services:
  - a. Provide, install, bond, and test all other associated materials and equipment (i.e., products) as indicated on the electrical design drawings, in the BOM, and as required to provide complete, compliant, and working systems.

**2.04 DEMOLITION (DECOMMISSIONING) AND DISPOSAL**

**A. Demolition (decommissioning) and Disposal:**

1. The SELECTED EC shall remove and properly dispose of all materials, equipment, and accessories (i.e., products) as specified in the electrical design drawings and specifications.

**2.05 PROJECT MANAGEMENT, TRAINING, RECORD DOCUMENTS, AND GUARANTEE**

**A. Project Management:**

1. The SELECTED EC shall prepare, implement, and maintain a comprehensive

project management plan including, but not limited to the following components:

- a. Scope and change management plans
- b. Staffing management plan
- c. Schedule and cost management plans
- d. Quality and risk management plans
- e. Procurement management plan
- f. Communications management plan
- g. Punch list and action items

**B. Training:**

1. The SELECTED EC shall provide equipment operation and maintenance training to the County and/or their representative(s) at the times and locations identified by the County, as applicable.

**C. Record Documents:**

1. The SELECTED EC shall prepare and provide the County with records documenting the electrical systems including shop drawings, wiring diagrams, equipment lists, test reports, training, operation, and maintenance manuals, etc. for each communications site contained in the ITB and Contract Documents.
2. See Section 01 30 10 – Record Documents and Submittal Requirements for additional information.

**E. Guarantee:**

1. The SELECTED EC shall supply to the County a written guarantee (i.e., warranty) for all workmanship, materials, and equipment (i.e., products) provided as part of the ITB and Contract Documents.
2. This guarantee shall extend for a period of two (2) years from the date of acceptance for the work completed at all of the communications sites. Where materials and/or equipment (i.e., product) guarantees extend for a period longer than two (2) years, the longer period shall apply.
3. The SELECTED EC shall repair all defects or damage resulting from such defects occurring during this period at no additional cost to the County.

END OF SECTION 01 10 00

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**SECTION 01 20 00  
PRICE AND PAYMENT PROCEDURES**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. Contingency Allowances
- B. Schedule of Values
- F. Applications for Payment
- G. Change Procedures
- H. Defect Assessment

**1.02 CONTINGENCY ALLOWANCES**

- A. In their base bids, ECs shall include a stipulated sum allowance, for use upon authorization by the County:
  - 1. **Base Bid Contract Contingency Allowance = \$15,000**
- B. The SELECTED EC's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, overhead, and profit shall be included in Change Orders authorizing expenditure of funds from this Contingency Allowance.
- C. Funds shall be drawn from the Contingency Allowance only by Change Order.
- D. At closeout of the Contract, the SELECTED EC shall credit funds remaining in the Contingency Allowance to the County by Change Order.

**1.03 SCHEDULE OF VALUES (or equivalent)**

- A. Submit printed schedule on AIA Form G703 – Continuation Sheet for G702 (or the SELECTED EC's standard form if unable to generate AIA forms) to the County and CM via email attachment.
- B. Submit Schedule of Values (or the SELECTED EC's standard form if unable to generate AIA forms) in duplicate within 15 calendar days after date of County-Contractor Agreement to the County and CM via email attachment.
- C. Format: Use the ITB Table of Contents. Identify each line item with division and section number along with the title. List site mobilization, bonds and insurance, and allowances separately.
- D. Include in each line item the amount of allowances specified in this section. For unit cost allowances, identify the quantities taken from the Contract Documents multiplied by the unit cost to derive total for each item.

- E. Revise the schedule to list approved Change Orders, with each Application for Payment.

#### **1.04 APPLICATIONS FOR PAYMENT**

- A. Submit three copies of each application on AIA Form G702 – Application and Certificate for Payment and AIA G703 – Continuation Sheet for G702 (or the SELECTED EC's standard form if unable to generate AIA forms) to the County and CM via email attachment.
- B. Content and Format: Use the Schedule of Values (or equivalent form) for listing items in the Application for Payment.
- C. Payment Period: The County will issue monthly progress payments based on the percentage of work completed.
- D. Submit Application for Payment in a single PDF file with transmittal letter via email attachment to the County and CM.
- E. Substantiating Data: When the County and/or CM requests substantiating information, submit data justifying the items in question. Include the following items with the Application for Payment:
  - 1. Current construction photographs.
  - 2. Partial release of liens from major subcontractors and vendors.
  - 3. Affidavits attesting to off-site stored products.
  - 4. Construction progress schedules, revised and current.

#### **1.05 CHANGE PROCEDURES**

- A. Submittals: Submit the name(s) of individual(s) authorized to receive change documents via email attachment to the County and CM.
- B. The County and/or CM will advise of minor changes in the work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions.
- C. The County and/or CM may issue a detailed description of the proposed change with supplementary or revised electrical design drawings and specifications, a change in Contract Time for executing the change with stipulation of overtime work required, and the period of time during which the requested price will be considered valid. The SELECTED EC shall prepare and submit an estimate to the County and CM via email attachment within five (5) business days.
- D. The SELECTED EC may propose changes by submitting a request for change to the County and CM via email attachment describing the proposed change and its impact on the project. Include a statement describing the reason for the change, effect on Contract Sum/Price and Contract Time, along with full documentation and a statement describing effect on work by other contractors.



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- I. Stipulated Sum/Price Change Order shall be based on the SELECTED EC's fixed-price quotation and request for Change Order only as approved by the County and CM.
  - J. Unit Price Change Order: For Contract unit prices and quantities, the Change Order shall be executed on fixed unit price basis. For unit costs or quantities of units of work which are not predetermined, execute work under Construction Change Directive.
  - K. Construction Change Directive: To avoid schedule delays, the County and/or CM may issue informal written directives instructing the SELECTED EC to proceed with change(s) in the work for later inclusion in a formal Change Order. The document shall describe changes in the work and designate the method of determining any change in Contract Sum/Price or Contract Time. The SELECTED EC shall promptly execute the change.
  - L. Change Order Form: AIA G701 Change Order shall be used (or the SELECTED EC's standard form if unable to generate AIA forms).
  - M. Execution of Change Orders: The County or CM will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
  - N. Correlation of SELECTED EC's Submittals:
    - 1. Promptly revise Schedule of Values (or equivalent form) and Application for Payment forms to record each authorized Change Order as separate line item and adjust Contract Sum/Price.
    - 2. Promptly revise progress schedules to reflect change in Contract Time, revise sub-schedules to adjust times for other items of work affected by the change, and resubmit to the County and CM via email attachment.
    - 3. Promptly enter changes in Project Record Documents.

#### **1.07 DEFECT ASSESSMENT**

- A. The SELECTED EC shall replace all of the work, or portions of the work not conforming to the specified requirements.
- B. If, in the opinion of the County and/or CM, it is not practical to remove and replace the work, the County and/or CM will direct the appropriate remedy or adjust payment.
- C. The defective work may remain, but the County shall adjust the unit sum/price to a new sum/price at their discretion.
- D. Defective work shall be partially repaired per the instructions of County and/or CM, and the unit sum/price shall be adjusted to new sum/price.
- E. Individual specification sections may modify these options.
- F. Authority of the County and/or CM to assess and determine defects and identify payment adjustments is final.

- G. Non-Payment For Rejected Products: Payment will not be made for rejected products for any of the following:
1. Products wasted or disposed of in a manner that is not acceptable.
  2. Products determined as unacceptable before or after placement.
  3. Products not completely unloaded from transporting vehicle.
  4. Products placed beyond lines and levels of required work.
  5. Products remaining on-hand after completion of the work.
  6. Loading, hauling, and disposing of rejected products.

**PART 2 – PRODUCTS**

Not used.

**PART 3 – EXECUTION**

Not used.

END OF SECTION 01 20 00

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**SECTION 01 30 00  
ADMINISTRATIVE REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Division 02 – Existing Conditions

**1.02 SECTION INCLUDES**

- A. Coordination and Project Conditions
- B. Field Engineering
- C. Preconstruction Meeting
- D. Site Mobilization Meetings
- E. Status Meetings

**1.03 COORDINATION AND PROJECT CONDITIONS**

- A. Coordinate scheduling, submittals, and all work to ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- B. Verify that utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work having interdependent responsibilities for installing, connecting to, and placing in service, operating equipment.
- C. Coordinate space requirements, supports, and installation of mechanical and electrical work indicated diagrammatically on the electrical design drawings. Follow routing shown for pipes, ducts, and conduit, as closely as practicable; place runs parallel with lines of building. Utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
- D. In finished areas except as otherwise indicated, conceal pipes, ducts, and wiring within construction. Coordinate locations of fixtures and outlets with finish elements.

**1.04 FIELD ENGINEERING**

- A. Locate and protect survey control and reference points. Promptly notify the CM of discrepancies discovered.
- B. Verify setbacks and easements; confirm drawing dimensions and elevations.
- C. Provide field engineering services. Establish elevations, lines, and levels, utilizing

recognized engineering survey practices.

- D. Maintain a complete and accurate log of control and survey work as work progresses.
- E. Protect survey control points prior to starting site work; preserve permanent reference points during preparation, installation, and testing.
- O. Promptly report to the CM loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- P. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to CM.

#### **1.05 PRECONSTRUCTION MEETING**

- A. The CM will a schedule a preconstruction meeting after Notice of Award.
- B. Attendance Required: County, CM, and SELECTED EC (including any subcontractors).
- C. Agenda:
  - 1. Execution of County-Contractor Agreement
  - 2. Submission of executed bonds and insurance certificates
  - 3. Distribution of Contract Documents
  - 4. Submission of list of subcontractors, list of products, schedule of values (or equivalent form), and progress schedule
  - 5. Designation of personnel representing parties in Contract and CM
  - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract Closeout Procedures
  - 7. Scheduling
  - 8. Coordinating site access
  - 9. Special considerations
- D. The CM will record minutes and distribute electronically via email attachment after each meeting to participants and those affected by decisions made.

#### **1.06 SITE MOBILIZATION MEETINGS**

- A. When required based on project, lease, and other requirements, the CM will schedule meetings at the remote communications sites prior to the SELECTED EC beginning work.
- B. Attendance Required: County, CM, and SELECTED EC (including any subcontractors), special consultants, and site owners.
- C. Agenda:
  - 1. Use of premises by County and SELECTED EC
  - 2. County and site owner requirements
  - 3. Construction facilities and controls
  - 4. Temporary utilities

5. Survey and building layout
6. Security and housekeeping procedures
7. Schedules and access to site
8. Application for payment procedures
9. Procedures for testing
10. Procedures for maintaining record documents
11. Requirements for startup of equipment
12. Inspection and acceptance of equipment put into service during construction period
13. Issue/defect resolution

- D. The CM will record minutes and distribute electronically via email attachment after each meeting to participants and those affected by decisions made.

#### **1.07 STATUS MEETINGS**

- A. The CM will schedule and facilitate status meetings throughout the project on an as-needed basis.
- B. The CM will make arrangements for meetings, prepare agenda with copies for participants, and preside at the meetings.
- C. Attendance Required: County, CM, and SELECTED EC (including any subcontractors), suppliers, and other parties as needed.
- D. Agenda:
1. Review minutes of previous meeting(s)
  2. Review of work progress
  3. Discuss field observations, problems, and decisions
  4. Identify problems impeding planned progress
  5. Review of submittals schedule and status of submittals
  6. Review of off-site fabrication and delivery schedules
  7. Maintenance of progress schedule
  8. Corrective measures to regain projected schedules
  9. Planned progress during succeeding work period
  10. Coordination of projected progress
  11. Maintenance of quality and work standards

#### **PART 2 – PRODUCTS**

Not used.

#### **PART 3 – EXECUTION**

Not used.

END OF SECTION 01 30 00

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**SECTION 01 30 10**  
**RECORD DOCUMENTS AND SUBMITTAL REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 01 40 00 Quality Requirements
- B. 01 60 00 Product Requirements
- C. 01 70 00 Execution and Closeout Requirements
- D. 01 80 00 Performance Requirements – Guarantee/Warranty
- Q. Division 26 Electrical Requirements

**1.02 SECTION INCLUDES**

- A. Submittal Requirements
- B. Construction Progress Schedules
- C. Proposed Products List
- D. Shop Drawings, Wiring Diagrams, Product Data, and Equipment Lists
- E. UL-Compliant Materials and Equipment List
- R. Testing and Inspection Reports
- S. Manufacturer Field Reports
- T. Motorola R56 – *Standards and Guidelines for Communication Sites* Compliance Checklist
- U. Punch List
- V. Certificates
- W. Circuit Breaker Panelboard Directory Copies
- X. Construction Photographs
- Y. Asset Transfer Documentation
- Z. As-Built Documentation

AA. Training, Operation, and Maintenance Manuals

BB. Guarantee/Warranty

### 1.03 SUBMITTAL REQUIREMENTS

- A. All of the record documents identified in Section 01 30 10 shall be provided to the County and CM in hard copy (triplicate), properly bound. In addition, the SELECTED EC shall provide all of the record documents identified to the County and CM in electronic format via email attachment or CD/DVD-ROM. The record documents shall be arranged in the following manner:
1. Each hard copy set shall be contained within a hard cover three-ring binder. Each set shall include one of each item required in Section 01 30 10.
  2. Items in the binders shall be separated using 8 1/2" x 11" index dividers with plastic insert tabs. The SELECTED EC shall label all tabs to clearly identify each item in binder.
  3. A cover sheet in each binder shall indicate the following:
    - a. Date
    - b. Project title and number
    - c. SELECTED EC's name, address, telephone number(s), and email address.
    - d. Subcontractor name(s), address(es), telephone number(s), and email address(es)
    - e. CM's name, address, telephone number(s), and email address
    - f. Table of contents listing each ITB division and section contained within the binder
- B. All hard copy drawings shall be contained within pockets in the binder. The SELECTED EC is not required to insert stapled drawings into binder pockets. The SELECTED EC shall submit stapled drawings within each binder and notate the table of contents accordingly.
- C. The electronic version of the record documents shall follow the same format as the hard copy submittals.
- D. The SELECTED EC shall allow a minimum of seven (7) business days for record document review, including time for re-submittals (instances where the County and/or CM deems the initial submittal unacceptable), as follows:
1. Time for review shall commence on County's and CM's receipt of record document.
  2. The County will not authorize Contract extensions because of failure to transmit record documents enough in advance of the work to permit processing, including re-submittals.
  3. All deliverables shall be subject to review and written approval by the County, CM, and consultants.
- E. When applicable, identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed work.
- F. When revised for resubmission, **clearly** identify changes made since previous submission.

- G. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- CC. The SELECTED EC shall submit all the final record documents required in one (1) complete submission; partial submissions are not acceptable. Final record documents shall be submitted within ten (10) business days following the final review/revision cycle by the County and CM.

#### **1.04 CONSTRUCTION PROGRESS SCHEDULES**

- A. Submit initial schedules within ten (10) calendar days after date of County-SELECTED EC Agreement to the County and CM via email attachment. After review, resubmit required revised schedule within three (3) business days.
- B. Distribute copies of reviewed schedules to the County, CM, subcontractors, suppliers, and other concerned parties.
- C. Instruct recipients to promptly report (in writing) problems anticipated by projections indicated in schedules.
- D. Submit GANTT chart with separate lines for each major portion of work or operation, identifying first work day of each week to the County and CM via email attachment.
- E. Show complete sequence of construction by activity, identifying work of separate stages, and other logically grouped activities. Indicate early and late starts, early and late finishes, float dates, and durations.
- F. Indicate estimated percentage of completion for each item of work at each submission.
- G. Submit separate schedule of submittal dates for record documents to the County and CM via email attachment.
- H. Indicate procurement lead times and delivery dates for both County and the SELECTED EC's materials and equipment (i.e., products).
- I. Schedule Updates:
  - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
  - 2. Identify activities modified since the previous submittal, major changes in scope, and other identifiable changes.
  - 3. Prepare narrative report to define problem areas, anticipated delays, and schedule impacts. Report corrective action(s) taken(s), or proposed, and their impact(s) on other parties' schedules.
  - 4. Deliver schedule updates weekly.

#### **1.05 PROPOSED PRODUCTS LIST**

- A. Within ten calendar days after date of County-SELECTED EC Agreement, submit list of major products (i.e., materials and equipment) proposed for use, including



manufacturer names, trade names, and model numbers of each product, to the County and CM via email attachment.

- B. For products specified only by reference standards, provide manufacturers, trade names, models or catalog designations, and reference standards.
- C. The SELECTED EC shall adhere to the product substitution request requirement in Section 01 60 00 – Product Requirements.

#### 1.06 SHOP DRAWINGS, WIRING DIAGRAMS, PRODUCT DATA, AND EQUIPMENT LISTS

- A. The SELECTED EC shall prepare and provide the County and CM with shop drawings, wiring diagrams, product data, and equipment lists for each remote communications site contained in the ITB and Contract Documents.
- B. The SELECTED EC shall submit shop drawings, wiring diagrams, and equipment lists as follows:

Description	Shop Drawings	Wiring Diagrams	Product Data & Equipment Lists
Circuit Breaker Panelboards	X	X	X
Commercial Utility Service		X	X
Device Boxes			X
Electrical Submetering	X	X	X
Fuses			X
Grounding (Earthing) Electrode System	X		X
Overcurrent Devices	X	X	X
Pull Boxes and Junction Boxes	X		X
Raceways, Conduits, and Pipes			X
Supporting Devices	X		X
Surge Protection Devices (SPDs)	X	X	X
Tower Lighting Control System	X	X	X
Underground Electrical Conduits			X
Wires and Cables			X
Wiring Devices	X	X	X

- C. The equipment lists shall indicate the manufacturers and catalog/model series numbers of each item.
- D. Submit shop drawings, wiring diagrams, product data, and equipment lists to the County and CM via email attachment within seven (7) business days prior to beginning work at each remote communications site for the purposes of verifying conformance with the information given and design concepts expressed in the Contract Documents.

#### **1.07 UL-COMPLIANT PRODUCT LIST**

- A. Within ten (10) calendar days after date of County-SELECTED EC Agreement, submit to the County and CM via email attachment a UL-Compliant Product List organized by remote communications site.

#### **1.08 TESTING AND INSPECTION REPORTS**

- A. Submit testing and inspection reports to the County and CM via email attachment within seven (7) business days after completing each test/inspection.

#### **1.09 MANUFACTURER FIELD REPORTS (where applicable)**

- A. Where applicable, submit manufacturer field reports to the County and CM via email attachment within five (5) days of observation.

#### **1.10 MOTOROLA R56 COMPLIANCE CHECKLIST**

- A. Submit the completed Motorola R56 – *Standards and Guidelines for Communication Sites* (latest revision) compliance checklist (appearing in Appendix F of the 2005 revision) to the County and CM.
- B. Submit the completed Motorola R56 checklist as part of project closeout process.

#### **1.11 PUNCH LIST**

- A. Submit a punch list organized by remote communications site to the County and CM via email attachment on a weekly basis.
- B. Punch list shall include:
  - 1. Sequential punch list item number
  - 2. Date identified
  - 3. Item description
  - 4. Risk impact
  - 5. The party responsible for resolution
  - 6. Expected resolution date
  - 7. Actual resolution date
  - 8. Details about how each punch list item was resolved and tested
  - 9. Notes about the item

#### **1.12 CERTIFICATES**

- A. Where applicable, submit manufacturer product certificates organized by remote communications site to the County and CM via email attachment.
- B. Indicate whether the materials and equipment (i.e., products) conform to or exceed requirements. Submit supporting reference data, affidavits, and certifications as appropriate to the County and CM via email attachment.

- C. Submit certificates to the County and CM at the conclusion of work at each remote communications site.

#### **1.13 CIRCUIT BREAKER PANELBOARD DIRECTORY COPIES**

- A. Submit photocopies of all circuit breaker panelboard directories to the County and CM at the completion of work at each remote communications site.
- B. If the circuit breaker panelboard directories are not physically located within the panelboards at the remote communications, specify where they are posted.

#### **1.14 CONSTRUCTION PHOTOGRAPHS**

- A. Submit digital photographs of the work completed at each remote communications site as work progresses to the County and CM every two weeks. If the SELECTED EC completes all work at a communications site in less than two weeks, submit photographs showing completed work.
- B. Take at least two (2) photographs from differing directions and five interior photographs indicating relative progress of the work.
- C. Take photographs as evidence of existing project conditions.
- D. Identify the date and time taken on each photograph.

#### **1.15 ASSET TRANSFER DOCUMENTATION**

- A. Submit asset transfer documentation signed by the CM indicating their receipt of any materials and equipment (i.e., products) furnished by the SELECTED EC as required by the ITB and Contract Documents.
- B. Submit asset transfer documentation to the County and CM as part of project closeout process.

#### **1.16 AS-BUILT DOCUMENTATION**

- A. Deliver as-built drawings depicting the descriptions, areas, and values of all installed materials, equipment (i.e., products), and systems for each communications site.
- B. Submit as-built drawings to the County and CM at the conclusion of work at each remote communications site.

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**1.17 TRAINING, OPERATION, AND MAINTENANCE MANUALS**

- A. Upon completion of the work at each remote communications site, the SELECTED EC shall instruct the County and/or their representative(s) on the complete operation and maintenance procedures for all materials, equipment (i.e., products), and systems provided and installed as part of the ITB and Contract Documents.
- B. The SELECTED EC shall submit the training, operation, and maintenance manuals as part of project closeout process.
- C. See Section 01 70 00 for additional information.

**1.18 GUARANTEE / WARRANTEE**

- A. Prior to final acceptance of the work under the ITB and Contract Documents, the SELECTED EC shall supply to the County a written guarantee (i.e., warrantee) for all workmanship, materials, and equipment (i.e., products) provided.
- B. This guarantee shall extend for a period of two (2) years from the date of acceptance for the work completed at all of the communications sites. Where materials and/or equipment (i.e., product) guarantees (i.e., warranties) extend for a period longer than two (2) years, the longer period shall apply.
- C. The SELECTED EC shall repair all defects or damage and replace all materials, equipment (i.e., products), and systems resulting from such defects occurring during this period at no additional cost to the County.

**PART 2 – PRODUCTS**

Not used.

**PART 3 – EXECUTION**

Not used.

END OF SECTION 01 30 10

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**SECTION 01 40 00  
QUALITY REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 01 00 00 General Requirements
- B. 01 60 00 Product Requirements
- C. 01 70 00 Execution and Closeout Requirements
- D. 01 80 00 Performance Requirements – Guarantee/Warranty
- E. Division 26 Field Quality Control Parts within the Division 26 Sections

**1.02 SECTION INCLUDES**

- A. Field Quality Control of Installations
- B. Tolerances
- C. References
- D. Testing and Inspection Services
- E. Manufacturers' Field Services
- F. Examination
- G. Preparation
- H. Cutting and Patching

**1.03 FIELD QUALITY CONTROL OF INSTALLATIONS**

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with the Contract Documents, request clarification from the CM before proceeding.
- D. Comply with specified standards as minimum quality for the work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.

- E. Perform work by persons qualified to produce required and specified quality.
- F. Verify that field measurements are as indicated on the electrical design drawings or as instructed by manufacturers.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

#### **1.04 TOLERANCES**

- A. Monitor fabrication and installation tolerance control of products to produce acceptable work. Do not permit tolerances to accumulate.
- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from the CM before proceeding.
- C. Adjust products to appropriate dimensions; position before securing products in place.

#### **1.05 REFERENCES**

- A. For products or workmanship specified by association, trade, or other consensus standards, comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Conform to reference standards by date of issue current on date of Contract Documents, except where specific date is established by code.
- C. Obtain copies of standards where required by product specification sections.
- D. When specified reference standards conflict with the Contract Documents, request clarification from the CM before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of the CM and Engineer shall be altered from.

#### **1.06 TESTING AND INSPECTION SERVICES (where applicable)**

- A. Where applicable based on state, and local laws; statutes; codes; regulations; and standards, and manufacturer specifications, the SELECTED EC shall employ and pay for services of an independent testing agency or laboratory acceptable to the County and/or CM to perform materials testing.
  - 1. Prior to start of work, submit proposed independent testing laboratory name, address, email address, and telephone number, and names of full-time specialist and responsible officer to the County and CM for consideration.
  - 2. Submit copy of report of laboratory facilities inspection made by the Materials Reference Laboratory of National Bureau of Standards during most recent inspection, with memorandum of remedies of deficiencies reported by inspection to the County and CM via email attachment.

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- B. The independent testing agency shall perform tests, inspections and other services required by state, and local laws; statutes; codes; regulations; and standards, and/or as directed by the County and CM.
1. Laboratory: Authorized to operate in State of New York.
  2. Laboratory Staff: Maintain full-time specialist on staff to review services.
  3. Testing Equipment: Calibrated at reasonable intervals with devices of an accuracy traceable to National Bureau of Standards or accepted values of natural physical constants.
- C. Testing, inspections and source quality control may occur on or off project sites. The SELECTED EC shall perform offsite testing as required by the County and/or CM.
- D. The SELECTED EC shall cooperate with the independent testing agency; furnish samples of materials and equipment (i.e., products), tools, storage, safe access, and assistance by incidental labor as requested.
1. Notify the County, CM, and independent agency 24-hours prior to expected time for operations requiring services.
  2. Make arrangements with independent testing agency and pay for additional samples and tests required for the SELECTED EC's use.
- E. Testing and employment of independent testing agency or laboratory shall not relieve the SELECTED EC's obligation to perform work in accordance with requirements of Contract Documents.
- F. Retesting or re-inspection required because of non-conformance to specified requirements shall be performed by same independent testing agency on instructions by the County and/or CM. Payment for re-testing or re-inspection shall be charged to the SELECTED EC by deducting testing charges from Contract Sum/Price.
- G. Independent Testing Agency Responsibilities:
1. Test samples submitted by the SELECTED EC.
  2. Provide qualified personnel at site. Cooperate with the County, CM, and SELECTED EC.
  3. Perform applicable sampling and testing of products in accordance with state, and local laws; statutes; codes; regulations; and standards.
  4. Ascertain compliance of test samples with requirements of Contract Documents.
  5. Promptly notify the County, CM, and SELECTED EC of observed irregularities or non-conformance of work or products.
  6. Perform additional tests required by the County and/or CM.
  7. Attend preconstruction meetings and progress meetings.
- H. Independent Testing Agency Reports: Submit testing and inspection reports to the County, CM, and SELECTED EC via email attachment within seven (7) business days after completing each test/inspection. Reports shall include observations and results of the tests along with indicating compliance or noncompliance with Contract Documents. When requested by the County and/or CM, provide interpretation of test results. Include the following:
1. Date issued
  2. Project title and number

3. Name of inspector(s)
  4. Date and time of sampling(s) or inspection(s)
  5. Identification of product(s) and specification section(s)
  6. Site location(s)
  7. Type(s) of inspection(s) or test(s)
  8. Date of test(s)
  9. Results of test(s)
  10. Conformance with the Contract Documents
- I. Limits On Independent Testing Authority:
1. Agency or laboratory may not release, revoke, alter, or enlarge on requirements Of the Contract Documents.
  2. Agency or laboratory may not approve or accept any portion of the SELECTED EC's work.
  3. Agency or laboratory may not assume duties of the SELECTED EC.
  4. Agency or laboratory has no authority to stop work performed by the SELECTED EC.
- J. Manufacturers' Field Services (where applicable):
1. Where applicable, require material and equipment (i.e., product) suppliers or manufacturers to provide qualified staff personnel to observe site conditions, conditions of surfaces and installation, quality of workmanship, startup of equipment, test, adjustment and balancing of equipment, and to initiate instructions when necessary.
  2. Submit qualifications of the proposed observer to the County and CM via email attachment 15 calendar days in advance of required observations for consideration.
  3. Report observations and site decisions or instructions given to applicators or installers that are supplemental or contrary to manufacturers' written instructions.
  4. See Section 01 30 10 – Record Documents and Submittal Requirements.
- K. Electrical Testing:
1. See Section 01 70 00 – Execution and Closeout Requirements.

## **PART 2 – PRODUCTS**

Not used.

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. Verify that existing site conditions and substrate surfaces are acceptable for subsequent work. The SELECTED EC's start of new work indicates their acceptance of existing conditions.
- B. Verify that existing substrate is capable of structural support or attachment of new work being applied or attached.
- C. Examine and verify specific conditions described in the Contract Documents.



- D. Verify utility services are available, of correct characteristics, and in correct locations.

### **3.02 PREPARATION**

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.
- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

### **3.03 CUTTING AND PATCHING**

- A. Employ skilled and experienced installers to perform cutting and patching.
- B. Submit written request via email attachment in advance of cutting or altering elements affecting:
  - 1. Structural integrity of elements
  - 2. Integrity of weather-exposed or moisture-resistant elements
  - 3. Efficiency, maintenance, or safety of elements
  - 4. Visual qualities of sight exposed elements
  - 5. Materials, equipment (i.e., products), and/or services provided by other parties
- C. Execute cutting, fitting, and patching including excavation and fill, to complete work, and to:
  - 1. Fit the several parts together, to integrate with other work
  - 2. Uncover work to install or correct ill-timed work
  - 3. Remove and replace defective and non-conforming work
  - 4. Remove samples of installed work for testing
  - 5. Provide openings in elements of work for penetrations of mechanical and electrical work
- D. Execute work by methods to avoid damage to other work and to provide proper surfaces to receive patching and finishing.
- E. Cut masonry and concrete materials using masonry saw or core drill.
- F. Restore work with new products in accordance with requirements of the Contract Documents.
- G. Fit work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Maintain the integrity of walls, ceilings, and floor constructions; completely seal voids.
- I. At penetrations of fire-rated walls, partitions, ceiling, or floor construction, completely seal voids with fire-rated material.

- J. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- J. Identify hazardous substances or conditions exposed during the work to the CM and County.

END OF SECTION 01 40 00

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**SECTION 01 50 00  
TEMPORARY FACILITIES AND CONTROLS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 01 00 00 General Requirements
- B. 01 70 00 Execution and Closeout Requirements

**1.02 SECTION INCLUDES**

- A. Special Considerations
- B. Temporary Utilities
- C. Temporary Facilities
- D. Temporary Controls
- E. Removal of Temporary Utilities, Facilities, and Controls

**1.03 SPECIAL CONSIDERATIONS**

- A. The County operates communications equipment critical to the protection of life and property. The SELECTED EC shall comply with the special considerations specified herein.
- B. Most of the remote communications sites are located within the Adirondack Park. The SELECTED EC shall comply with all Adirondack Park Agency (APA) and Department of Environmental Conservation (DEC) requirements.
- C. The SELECTED EC shall not interrupt any existing electrical services in any manner without the expressed written permission of the County and CM.
  - 1. Ample written notice of service shutdowns shall be given well in advance to the County and CM.
  - 2. Interruptions and interference shall be made as brief as possible and only at times as permitted by the County and CM.
  - 3. The SELECTED EC shall plan, coordinate, and perform all work with minimal interruption of service to existing critical systems.
- D. The SELECTED EC shall obtain the County's and CM's permission before utilizing any room or any other part of a building as a shop or for storage of electrical materials and equipment (i.e., products) or for any other use.

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#### **1.04 TEMPORARY ELECTRICITY**

- A. The County will pay the cost of electricity used for the work covered in the Contract Documents only. Exercise measures to conserve energy. Where applicable, utilize the County's existing power services at the remote communications sites.
- B. Where applicable, provide temporary electric feeders from existing service at locations specified by the commercial utility providers and/or site owners. Do not disrupt any service feeds at the remote communications sites without prior pre-coordination and approval.
- C. Complement existing power service capacity and characteristics as required for construction operations.
- D. Provide power outlets, with branch wiring and distribution boxes, located as required, for construction operations. Provide flexible power cords as required for portable construction tools and equipment.
- E. Provide main service disconnect and over-current protection at convenient location.

#### **1.05 TEMPORARY LIGHTING**

- A. Where required, provide and maintain lighting for construction operations to achieve a minimum safe lighting level.
- B. Where required, provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps for specified lighting levels.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may be used during construction.

#### **1.06 TEMPORARY HEATING (where applicable)**

- A. Where applicable, provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.
- B. Prior to operation of permanent equipment for temporary heating purposes, verify installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.
- C. Maintain minimum ambient temperature per materials and equipment (i.e., product) specifications.

#### **1.07 TEMPORARY VENTILATION**

- A. Where applicable, ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent the accumulation of dust, fumes, vapors, or gases.

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**1.08 TEMPORARY TELEPHONE SERVICE**

- A. Provide, maintain, and pay for cellular telephone service from the beginning through the conclusion and acceptance of work at the remote communications sites.

**1.09 TEMPORARY WATER SERVICE**

- A. Where applicable, import water as needed for consumption and construction purposes.

**1.10 TEMPORARY SANITARY FACILITIES**

- A. With the exception of the Lewis PSB, there are no sanitary facilities available at the remote communications sites. Where applicable, the SELECTED EC shall plan to drive to a public sanitary facility or provide a portable sanitation unit at the remote communications sites at no additional cost to the County.

**1.11 FIELD OFFICES AND STORAGE FACILITIES**

- A. The SELECTED EC shall not use existing facilities for field offices or for storage unless receiving prior written approval from the County and/or CM.
- B. The SELECTED EC shall provide its own portable office and equipment facilities (e.g., sheds, containers, etc.).
- C. Storage Areas: Size to storage requirements for products allowing for access and orderly provision for maintenance and for inspection of products to requirements of Section 01 60 00.
- D. Removal: At completion and acceptance of work, remove buildings, foundations, utility services, and debris. Restore all areas to pre-construction conditions.

**1.12 VEHICULAR ACCESS**

- A. Use designated existing onsite roads for construction traffic.
- B. Provide means of removing mud from vehicle wheels before entering streets.

**1.13 VEHICULAR PARKING**

- A. Arrange for temporary parking areas to accommodate construction personnel.
- B. Use of designated existing onsite streets and driveways used for construction traffic is permitted. Tracked vehicles not allowed on paved areas.
- C. Use of designated areas of existing parking facilities used by construction personnel is permitted.
- D. Do not allow heavy vehicles or construction equipment in parking areas.
- E. Maintenance:

1. Maintain traffic and parking areas in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
  2. Maintain existing paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original, or specified, condition.
- F. Removal, Repair:
1. Remove temporary materials and construction.
  2. Repair existing facilities damaged by use to original condition.

#### **1.14 PROGRESS CLEANING AND WASTE REMOVAL**

- A. Maintain areas free of waste materials, debris, and rubbish. Maintain sites in clean and orderly condition.
- B. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces prior to enclosing spaces.
- C. Broom and vacuum clean interior areas prior to start of surface finishing, and continue cleaning to eliminate dust.
- D. Collect and remove waste materials, debris, and rubbish from sites on a weekly basis and properly dispose or recycle offsite.
- E. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

#### **1.15 FIRE PREVENTION FACILITIES**

- A. Prohibit smoking within buildings under construction. Designate area onsite where smoking is permitted. Provide approved ashtrays in designated smoking areas.
- B. Establish fire watch and Hot Work Permit for cutting and welding and other hazardous operations capable of starting fires (see Section 01 70 00). Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
- C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
  1. Provide one (1) fire extinguisher on each floor of buildings under construction.
  2. Provide a minimum of one (1) fire extinguisher in every construction trailer and storage shed.

#### **1.16 BARRIERS AND PROTECTION (where applicable)**

- A. Provide barriers to prevent unauthorized entry to construction areas and to protect existing facilities and adjacent properties from damage from construction operations.
- B. Provide barricades and covered walkways required by authorities having jurisdiction for public rights-of-way and for public access to existing building.

- C. Provide protection for plants and other vegetation designated to remain. Replace damaged plants and other vegetation at no cost to the County.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

#### **1.17 SECURITY**

- A. Security Program:
  - 1. Protect existing premises and the County's and site owners' operations from theft, vandalism, and unauthorized entry.
  - 2. Initiate program in coordination with County's existing security systems at project mobilization.
  - 3. Maintain program throughout construction period through final acceptance.
  - 4. Protect all products during the installation and testing of the electrical systems. The County will hold the SELECTED EC responsible for all damages and theft until their work is completed and fully accepted.
- B. Entry Control:
  - 1. Restrict entrance of persons and vehicles into project sites and existing facilities.
  - 2. Allow entrance only to authorized persons with proper identification.
  - 3. Maintain a log of workers and visitors and make available to the County and/or CM upon request.
  - 4. Coordinate access of personnel to site in coordination with County's security policies, procedures, and resources.

#### **1.18 WATER CONTROL (where applicable)**

- A. Where applicable, grade sites to drain. Maintain excavations free of water. Provide, operate, and maintain pumping equipment.
- B. Protect sites from puddling or running water. Provide water barriers as required to protect sites from soil erosion.

#### **1.19 DUST CONTROL (where applicable)**

- A. Execute work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent airborne dust from dispersing into atmosphere.

#### **1.20 EROSION AND SEDIMENT CONTROL (where applicable)**

- A. Where applicable, plan and execute construction by methods to control surface drainage from cuts and fills, borrows, and waste disposal areas. Prevent erosion and sedimentation.
- B. Minimize surface area of bare soil exposed at one time.

- C. Provide temporary measures including berms, dikes, and drains, and other devices to prevent water flow.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Periodically inspect earthwork to detect evidence of erosion and sedimentation. Promptly notify the County and CM of any issues and execute immediate corrective measures.

#### **1.21 PEST CONTROL**

- A. Provide methods, means, and facilities to prevent pests, insects, and rodents from damaging the work and/or entering facilities.

#### **1.22 POLLUTION CONTROL**

- A. Provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances, and pollutants produced by construction operations.
- B. Comply with pollution and environmental control requirements of all authorities having jurisdiction.

#### **1.23 REMOVAL OF TEMPORARY UTILITIES, FACILITIES, AND CONTROLS**

- A. Remove all temporary utilities, facilities, controls, materials, equipment, etc. equipment prior to the final acceptance inspection.
- B. Where applicable, remove underground installations to minimum depth of 2-feet. Grade sites as indicated on the electrical design drawings.
- C. Clean and repair damage caused by installation or use of temporary utilities, facilities, and controls.
- D. Restore existing and permanent facilities used during construction to original condition. Restore permanent facilities used during construction to specified condition.

#### **PART 2 – PRODUCTS**

Not used.

#### **PART 3 – EXECUTION**

Not used.

END OF SECTION 01 50 00



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**SECTION 01 60 00**  
**PRODUCT (MATERIALS AND EQUIPMENT) REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 01 00 00 General Requirements
- B. 01 30 00 Administrative Requirements
- C. 01 70 00 Execution and Closeout Requirements
- D. 01 80 00 Performance Requirements – Guarantee/Warranty
- E. Division 26 Product Parts within the Division 26 Sections

**1.02 SECTION INCLUDES**

- A General Product Requirements
- B. Stipulated Products
- C. Product Delivery Requirements
- D. Product Storage and Handling Requirements
- E. Product Options
- F. Product Substitution Procedures

**1.03 GENERAL PRODUCT REQUIREMENTS**

- A. Acceptable products (i.e., materials, equipment, and accessories) shall be new and of the type and quality noted in the Contract Documents. If the Contract Documents do not identify specific materials and equipment, the SELECTED EC shall use first-class products that comply with all applicable federal, state, and local laws; statutes; codes; regulations; and standards.
- B. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- C. Do not use products removed from existing premises, except as specifically permitted by the Contract Documents.
- D. Furnish interchangeable products and components from the same manufacturer for components being replaced.

- E. Where applicable, all products shall be Underwriters Laboratories, LLC (UL) listed and bear the respective labels.
- F. In purchasing products to be furnished and installed per the Contract Documents, the SELECTED EC shall convey to the County all rights and privileges extended by the various manufacturers thereof in the form of guarantees and warranties covering the quality and performance of such products.

#### **1.04 STIPULATED PRODUCTS**

- A. Submeters:
  - 1. The SELECTED EC shall provide, install, bond, and test Class 3200 Smart Meter submetering devices manufactured by E-Mon-D-Mon® of the models, types, and quantities specified on the Contract Documents for Angier Hill, Grandpas Knob, and Terry Mountain.
- B. UPS External Maintenance Bypass Switches:
  - 1. The SELECTED EC shall provide, install, bond, and test Eaton® UPS external maintenance bypass switches of the models, types, and quantities specified on the Contract Documents to ensure compatibility with the FERRUPS® UPS units for Angier Hill, Belfry Mountain, Gore Mountain, and Mount Pisgah.

#### **1.05 PRODUCT DELIVERY REQUIREMENTS**

- A. Pre-coordinate and the delivery of all products with the County and CM.
- B. Make the required arrangements with the County and CM for the delivery of products too large to pass through finished openings.
- C. Protect all products against weather, damage, theft, and vandalism.
- D. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.
- E. Transport and handle products in accordance with manufacturer's instructions.
- F. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.

#### **1.06 PRODUCT STORAGE AND HANDLING REQUIREMENTS**

- A. Store and protect products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to the products.
- D. For exterior storage of fabricated products, place on sloped supports above-ground.

- E. Provide bonded offsite storage and protection when site does not permit onsite storage or protection.
- F. Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.
- G. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- H. Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.
- DD. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

#### **1.07 PRODUCT OPTIONS**

- A. Products Specified by Reference Standards or by Description Only: Use any product meeting those standards or description.
- B. Products Specified by Naming One or More Manufacturers: Use Products of one or more manufacturers named and meeting the minimum specifications. Submit request for substitution for any manufacturer not named in accordance with Part 1.08.
- C. Stipulated Products: Use products by Stipulated Manufacturers. No substitutions permitted.
- D. If the Contract Documents do not identify specific materials and equipment, the SELECTED EC shall use first-class products that comply with all applicable federal, state, and local laws; statutes; codes; regulations; and standards.

#### **1.08 PRODUCT SUBSTITUTION PROCEDURES**

- A. Bidders shall highlight proposed product substitutions in their bids and call them out on the cover letter.
- B. The County and CM will only consider additional requests for product substitutions within 10 calendar days prior to the execution of the County-SELECTED EC contract.
- C. Substitutions may be considered when a product becomes unavailable through no fault of the SELECTED EC.
- D. Document each produce substitution request with complete data substantiating compliance of proposed substitution with Contract Documents.
- E. A request constitutes a representation that the SELECTED EC:
  - 1. Has investigated the proposed product(s) and determined that it meets or exceeds the quality and grade level of specified product(s);
  - 2. Will provide same guarantee/warranty for the substitute product(s) as for the specified product(s);

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3. Will coordinate installation and make changes to other work which may be required for the work to be complete with no additional cost to the County;
  4. Waives claims for additional costs or time extension which may subsequently become apparent; and
  5. Will reimburse the County, CM, and/or Engineer for review or redesign services associated with re-approval.
- F. Substitutions will not be considered when they are indicated or implied on shop drawing or product data submittals without separate written request or when acceptance will require revision to the Contract Documents.
- G. Substitution Submittal Procedure:
1. Submit requests for substitution via a single email attachment to the County and CM for consideration. Limit each request to one proposed substitution.
  2. Submit shop drawings, product data, and certified test results attesting to The proposed product equivalence. Burden of proof is on the **SELECTED EC**.
  3. The County and/or CM will notify the **SELECTED EC** via return email of the decision to accept or reject request.

**PART 2 – PRODUCTS**

Not used.

**PART 3 – EXECUTION**

Not used.

END OF SECTION 01 60 00

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**SECTION 01 70 00  
EXECUTION AND CLOSEOUT REQUIREMENTS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 01 00 00 General Requirements
- B. 01 10 00 Project Summary
- C. 01 30 00 Administrative Requirements
- D. 01 40 00 Quality Requirements
- E. 01 50 00 Temporary Facilities and Controls
- F. 01 60 00 Product Requirements
- G. Division 02 Existing Conditions
- H. Division 26 Product Parts within the Division 26 Sections

**1.02 SECTION INCLUDES**

- A. General Execution Requirements
- B. Testing and Inspections
- C. Closeout Procedures
- D. Final Cleaning
- E. Starting of Systems
- F. Testing, Adjusting, and Balancing
- G. Security Program
- H. Training, Operation, and Maintenance
- I. Record Documents and Final Acceptance
- J. Project Closeout Checklist

**1.03 GENERAL EXECUTION REQUIREMENTS**

- A. See Section 01 00 00 – General Requirements.

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- B. Special Considerations (also appears in Section 01 50 00 – repeated for emphasis):
1. The County operates communications equipment critical to the protection of life and property. The SELECTED EC shall comply with the special considerations specified herein.
  2. The SELECTED EC shall not interrupt any existing electrical services in any manner without the expressed written permission of the County and CM.
    - a. Ample written notice of service shutdowns shall be given well in advance to the County and CM.
    - b. Interruptions and interference shall be made as brief as possible and only at times as permitted by the County and CM.
  3. The SELECTED EC shall plan, coordinate, and perform all work with minimal interruption of service to existing critical systems.
  4. The SELECTED EC shall obtain the County's and CM's permission before utilizing any room or any other part of a building as a shop or for storage of electrical materials and equipment (i.e., products), or for any other use.
- C. The SELECTED EC shall inspect each communications site and become familiar with the condition of the premises and note any special considerations that may impact their ability to accomplish the scope of work. The SELECTED EC shall provide all relevant findings to the County and CM in writing prior to commencing work. The County will not approve additional compensation for adverse field conditions.
- D. All work specified in the Contract Documents shall be executed in a thoroughly substantial and skillful manner by qualified personnel. The SELECTED EC shall follow manufacturer instructions for installing, connecting, and adjusting all materials and equipment (i.e., products).
- E. Cutting and Repairing:
1. The SELECTED EC shall perform all cutting, drilling, chasing, and patching required. The SELECTED EC shall carefully plan and perform all work in a skilled manner and repair any damage to building piping, equipment, and/or any other existing assets at no additional cost to the County.
- F. Welding:
1. The SELECTED EC shall perform all welding in a skilled manner. Certified welders shall perform all welding.
  2. Establish fire watch and Hot Work Permit for cutting and welding and other hazardous operations capable of starting fires. Maintain fire watch before, during, and after hazardous operations until threat of fire does not exist.
  3. The SELECTED EC shall verify that welds are free from cracks, craters, undercuts, arc strikes, weld spatter, and any and all other surface defects.
  4. The SELECTED EC shall clean and re-weld any welds deemed unacceptable in size or configuration at the discretion of the County and/or CM at no additional cost to the County.

G. Equipment Layout:

1. The SELECTED EC shall install all equipment to permit removal (without damage to other parts) of coils, fan shafts and wheels, filters, belt guards, sheaves and drives, and all other parts requiring periodic replacement or maintenance. The SELECTED EC shall provide access panels in equipment, ducts, etc., as required for inspection of interiors and for proper maintenance.
2. The SELECTED EC shall arrange equipment to permit access to valves, cocks, traps, starters, motors, control components, and to clear the openings of swinging doors and access panels.
3. The SELECTED EC shall provide the County with all special tools needed for proper operation, adjustment, and maintenance of the installed equipment.

**1.04 TESTING AND INSPECTIONS**

- A. Where applicable based on state, and local laws; statutes; codes; regulations; and standards, and manufacturer specifications, the SELECTED EC shall employ and pay for services of an independent testing agency or laboratory acceptable to the County and/or CM to perform materials testing.
- B. Grounding (Earthing) Electrode System Testing and Inspections:
1. The SELECTED EC shall perform all grounding (earthing) testing and inspections per Motorola's R56 – *Standards and Guidelines for Communication Sites* (latest revision) using UL-listed testing equipment.
  2. The SELECTED EC shall perform Fall-of-Potential tests on all of the grounding electrode systems per Motorola's R56 – *Standards and Guidelines for Communication Sites* (latest revision). The test equipment used to perform this test shall be designed specifically for Fall-of-Potential testing.
  3. The SELECTED EC shall test the grounding electrode systems including the column ground conductors to show satisfactory grounding.
  4. Where tests show resistance to ground is over 5 ohms, drive additional ground rods (up to a total of 6) to reduce resistance to 5 ohms. If resistance to ground is still over 5 ohms, chemically treat the soil encircling the ground rods then retest to demonstrate compliance.
  5. Final grounding (earthing) testing performed by the SELECTED EC shall be performed in the presence of the County, CM, and/or other designated representative.
- C. Prior to the acceptance of the completed work, the SELECTED EC shall balance and test the complete electrical installations at each remote communications site by performing the following tasks:
1. Load each circuit breaker panel individually balancing the load on each phase by necessary re-circuiting. Record loads.

2. Load distribution panels, balancing the load on each phase by necessary re-circuiting. Record loads.
  3. Make necessary changes in feeder connection to balance entire system.
  4. Check for grounds, shorts, etc., on all fixtures, equipment, apparatus, etc., and leave system in satisfactory operating condition.
  5. Load test various parts of the system to determine if excessive heat generates in panels, switches, wiring, etc.
- D. Reference Section 01 40 00 – Quality Requirements, for Testing and Inspection Services requirements.

#### **1.05 CLOSEOUT PROCEDURES**

- A. Submit written certification via email attachment to the County and CM that the Contract Documents have been reviewed, all work has been inspected, and that all work is complete in accordance with the Contract Documents and ready for the County's and CM's review.
- B. Provide submittals to the County and CM required by authorities having jurisdiction.
- C. Following submission and the County's acceptance of all work and record documents, submit final application for payment identifying total adjusted contract sum, previous payments, and sum remaining due.

#### **1.06 FINAL CLEANING**

- A. Execute final cleaning prior to final project assessment.
- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces, vacuum carpeted and soft surfaces (where applicable).
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Replace filters of operating equipment.
- E. Clean debris from roofs, gutters, downspouts, and drainage systems.
- F. Clean site; sweep paved areas, rake clean landscaped surfaces.
- G. Remove waste and surplus materials, rubbish, and construction facilities from the remote communications sites.

#### **1.07 STARTING OF SYSTEMS**

- A. Coordinate schedule for startup of various equipment and systems.
- B. Notify the County and CM seven (7) business days prior to startup of equipment at each remote communications site.



- C. Where applicable, verify that each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute starting of systems under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. Where applicable, require manufacturers to provide authorized representatives to be onsite to inspect, check, and approve equipment or system installation prior to startup, and to supervise placing equipment or systems into operation.
- H. Prepare and deliver a Punch List per Section 01 30 10 – Record Documents and Submittal Requirements.

#### **1.08 TESTING, ADJUSTING, AND BALANCING**

- A. Execute testing, adjusting, and balancing for all materials and equipment (i.e., products) provided and installed per the Contract Documents.

#### **1.09 SECURITY PROGRAM (also appears in Section 01 50 00)**

- A. Security Program:
  - 1. Protect existing premises and the County's and site owners' operations from theft, vandalism, and unauthorized entry.
  - 2. Initiate program in coordination with County's existing security systems at project mobilization.
  - 3. Maintain program throughout construction period through final acceptance.
  - 4. Protect all products during the installation and testing of the electrical systems. The County will hold the SELECTED EC responsible for all damages and theft until their work is completed and fully accepted.
- B. Entry Control:
  - 1. Restrict entrance of persons and vehicles into project sites and existing facilities.
  - 2. Allow entrance only to authorized persons with proper identification.
  - 3. Maintain log of workers and visitors, and make available to the County and/or CM upon request.
  - 4. Coordinate access of personnel to site in coordination with County's security policies, procedures, and resources.

#### **1.10 TRAINING, OPERATION, AND MAINTENANCE**

- A. The SELECTED EC shall instruct the County and/or their representative(s) on the complete operation and maintenance procedures for all materials, equipment (i.e.,

products), and systems provided as part of the Contract Documents within two (2) weeks of substantial completion.

- B. For equipment or systems requiring seasonal operation, perform demonstration for other season within six (6) months.
- C. Use operation and maintenance manuals as basis for instruction. Review contents of the manuals with the County and/or their representative(s) in detail to explain all aspects of operation and maintenance.
- D. Demonstrate startup, operation, control, adjustment, troubleshooting, servicing, maintenance, and shutdown of each item of equipment at agreed time, at equipment designated location.
- E. Prepare and insert additional data in operations and maintenance manuals when needed for additional data becomes apparent during instruction.

#### **1.11 RECORD DOCUMENTS AND FINAL ACCEPTANCE**

- A. Submit all required Record Documents in accordance with Section 01 30 10:
  - 1. Construction Progress Schedules
  - 2. Proposed Products List
  - 3. Shop Drawings, Wiring Diagrams, Product Data, and Equipment Lists
  - 4. UL-Compliant Materials and Equipment List
  - 5. Testing and Inspection Reports
  - 6. Manufacturer Field Reports
  - 7. Motorola R56 – *Standards and Guidelines for Communication Sites* Compliance Checklist
  - 8. Punch List
  - 9. Certificates
  - 10. Circuit Breaker Panelboard Directory Copies
  - 11. Construction Photographs
  - 12. Asset Transfer Documentation
  - 13. As-Built Documentation
  - 14. Training, Operation, and Maintenance Manuals
  - 15. Guarantee/Warranty
- B. With 60 calendar days after receipt and review of the Record Documents and all work performed by the SELECTED EC, the County will deem the work Acceptable or Not Acceptable/Requires Remediation.
  - 1. The SELECTED EC shall have 30 calendar days to correct all products (i.e., materials and equipment) and work (including submittals).

#### **1.12 PROJECT CLOSEOUT CHECKLIST**

- A. The SELECTED EC shall prepare, provide, deliver, and present via an onsite closeout meeting or via teleconference a Project Closeout Checklist containing the following items:

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1. ITB Division and Section numbers and titles
  2. Completion certification signature for each Division and Section
  3. Log containing the date, title/description, and recipients of all final record documents, remarks, and a place for the County and/or CM's verification signature
  4. At minimum, fields for the County and CM to verify receipt and acceptance of:
    - a. Certificate of completion
    - b. Final change order (if applicable)
    - c. Final schedule of values (or equivalent form)
    - d. Final application for payment
    - e. Certificate of debts and claims
    - f. Release of liens from suppliers and subcontractors
    - g. Consent of surety
    - h. Project guarantee/warranty
    - i. Maintenance stock (if applicable)
    - j. Certified payroll records
    - k. Maintenance service contracts (if applicable)

**PART 2 – PRODUCTS**

Not used.

**PART 3 – EXECUTION**

Not used.

END OF SECTION 01 70 00

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**SECTION 01 80 00**  
**PERFORMANCE REQUIREMENTS – GUARANTEE/WARRANTY**

**PART 1 – GENERAL**

**1.01 SECTION INCLUDES**

- A. Guarantee/Warranty Requirements

**1.02 GUARANTEE/WARRANTEE**

- A. Prior to final acceptance of the work under the Contract Documents, the SELECTED EC shall supply to the County with a written guarantee (i.e., warranty) for all workmanship, materials, and equipment (i.e., products) provided. This guarantee shall extend for a period of two (2) years from the date of acceptance for the work completed at all of the remote communications sites. Where materials and/or equipment guarantees (i.e., warranties) extend for a period longer than two (2) years, the longer period shall apply.
- B. The SELECTED EC shall repair all defects or damage and replace all equipment, materials, and systems resulting from such defects occurring during this period at no additional cost to the County.
- C. The SELECTED EC shall provide a placard to the County stating the guarantee period, the EC's name, address, telephone number(s), email address, and method of attaining services provided by this guarantee.

**PART 2 – PRODUCTS**

Not used.

**PART 3 – EXECUTION**

Not used.

END OF SECTION 01 80 00

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**DIVISION 2  
EXISTING CONDITIONS**

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**SECTION 02 00 00  
EXISTING CONDITIONS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. 01 30 00 Administrative Requirements
- B. 01 70 00 Execution and Closeout Requirements
- C. Division 26 Electrical Requirements

**1.02 SECTION INCLUDES**

- A. Existing Conditions
- B. Electrical Design Drawings
- C. Electrical Outlet Relocation

**1.03 EXISTING CONDITIONS**

- A. The SELECTED EC shall field verify all conditions that will determine the exact locations, distances, levels, dimensions, elevations, etc., review Contract Documents, including applicable electrical design drawings of other parties, and report any conflicts to the County and CM in writing prior to starting work.
- B. The SELECTED EC shall correct all errors incurred because of their failure to check, verify, and report dimensions, measurements, etc. at no expense to the County.

**1.04 ELECTRICAL DESIGN DRAWINGS**

- A. Electrical design drawings are diagrammatic and have no dimensional significance. The locations of products to be installed are to be as:
  - 1. Shown on the electrical design drawings and other Contract Documents;
  - 2. Directed in the field;
  - 3. Required for proper connection of equipment to be served;
  - 4. Required for proper symmetry in the space involved; and with
  - 5. Deviations made only after receiving written approval from the County and CM.
- B. The SELECTED EC shall review the electrical design drawings of other parties, exchange drawings with them, and cooperate in the preparation of equipment space layouts as required to avoid conflicts with the installation of other equipment during installation and testing.

**1.05 ELECTRICAL OUTLET RELOCATION**

- A. The County and CM reserve the right to relocate an outlet or outlets six (6) feet in any direction from locations indicated on plans, before roughing-in, with no change in Contract price.

**PART 2 – PRODUCTS**

Not used.

**PART 3 – EXECUTION**

Not used.

END OF SECTION 02 00 00

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**DIVISION 26  
ELECTRICAL REQUIREMENTS**

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**SECTION 26 00 00  
ELECTRICAL TRENCHING, BACKFILL, AND COMPACTION**

**PART 1 – GENERAL**

**NOTE:**

- A. The General Contractor (GC) will perform the underground conduit trenching, provide and install the underground conduits (with pull strings), and perform trench backfill/compaction for all sites except Angier Hill and Blue Mountain, where the Selected Electrical Contractor (SELECTED EC) shall be responsible for all trenching and underground conduits required for grounding (earthing), exterior alarm point sensors and circuits, and the ground test wells.

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This Section includes the trenching, backfill, and compaction specifications for underground electrical utilities and appurtenances.

**1.03 DEFINITIONS**

- A. Excavation consists of the removal of material encountered to subgrade elevations indicated on the electrical design drawings and the reuse or disposal of materials removed.
- B. Subgrade: The undisturbed earth or compacted soil layer immediately below granular subbase or topsoil materials.
- C. Unauthorized excavation consists of removing materials beyond indicated subgrade elevations or dimensions without prior approval by the County.
- D. Utilities include underground pipes, conduits, ducts, and cables, as well as underground services within building lines.

**1.04 SUBMITTALS**

- A. The GC and SELECTED EC (where applicable) shall submit the following Testing and Inspection Reports according to Section 01 30 10 – Record Documents and Submittal Requirements and 01 40 00 – Quality Requirements:
  - 1. Field reports
  - 2. In-place soil density tests

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## 1.05 QUALITY ASSURANCE

- A. Codes and Standards: Trenching, backfill, compaction, and any other required earthwork shall be performed in accordance with all applicable federal, state, and local laws; statutes; codes; regulations; and standards.
- B. Independent Testing and Inspection Services: Where applicable based on state, and local laws; statutes; codes; regulations; and standards, and manufacturer specifications, the GC and SELECTED EC (where applicable) shall employ and pay for services of an independent testing agency or laboratory acceptable to the County and/or CM to perform materials testing (see Section 01 40 00 – Quality Requirements).

## 1.06 PROJECT CONDITIONS

- A. Existing Utilities: The GC and SELECTED EC (where applicable) shall locate existing underground utilities in areas of excavation work. If utilities are to remain in place, provide adequate means of support and protection during earthwork operations.
  - 1. Should uncharted or incorrectly charted piping or other utilities be encountered during excavation, consult the commercial utility provider(s) immediately for directions. Cooperate with the County, CM, and commercial utility provider(s) in keeping respective services and facilities in operation.
  - 2. Repair damaged utilities to satisfaction of the commercial utility provider at no additional cost to the County.
  - 3. Demolish and completely remove from each remote communications site existing underground utilities identified for removal. Coordinate with the commercial utility provider(s) to shutoff services if lines are active.
- B. Explosives: Explosives are not permitted for use.
- C. Protection of Persons and Property: Provide temporary barricades at open excavations occurring as part of this work.
- D. Protection of Existing Vegetation: Protect existing vegetation including trees, shrubs, etc. indicated to remain in place against unnecessary cutting, breaking or skinning of roots, skinning or bruising bark, or smothering of vegetation by stockpiling excavated materials within drip line.
- E. Adirondack Park Agency (APA) and Department of Environmental Conservation (DEC) Compliance:
  - 1. Comply with all APA and DEC requirements.
  - 2. Implement the necessary mechanisms (e.g., stone check dams, silt fences, etc.) to protect existing conditions from erosion, etc. See Part 3 for additional information.
  - 3. Do not clear trees, shrubs, and any other vegetation beyond the limits notified on the electrical design drawings.
- F. State Historic Preservation Office (SHPO) and Archeological Compliance:
  - 1. Perform all work in accordance with SHPO and New York State archeological regulations.



## **PART 2 – PRODUCTS**

### **2.01 SOIL MATERIALS**

- A. Satisfactory Soil Materials: ASTM D 2487 soil classification groups GW, GP, GM, SW, SP, and SM; free of rock or gravel larger than 2 inches in any dimension, debris, waste, frozen materials, vegetation, other deleterious matter.
- B. Unsatisfactory Soil Materials: ASTM D 2487 soil classification groups GC, SC, ML, MH, CL, CH, OL, OH, and PT.
- C. Backfill and Fill Materials: Satisfactory soil materials.
- D. Subbase and Base Material: Naturally or artificially graded mixture of natural or crushed gravel, crushed stone, and natural or crushed sand, ASTM D 2940, with at least 95% passing a 1-1/2-inch sieve and not more than 8% a No. 200 sieve.

## **PART 3 – EXECUTION**

### **3.01 PREPARATION**

- A. Provide erosion control measures to prevent erosion or displacement of soils and discharge of soil-bearing water runoff or airborne dust to adjacent properties and walkways.

### **3.02 DEWATERING**

- A. Prevent surface water and subsurface or groundwater from entering excavations and from ponding on prepared subgrades.

### **3.03 EXCAVATION**

- A. Unclassified Excavation: Excavation is unclassified and includes excavation to required subgrade elevations regardless of the character of materials and obstructions encountered.

### **3.04 STABILITY OF EXCAVATIONS**

- A. Comply with local codes, ordinances, and requirements of authorities having jurisdiction to maintain stable excavations.

### **3.05 STORAGE OF EXCAVATED MATERIALS**

- A. Stockpile excavated materials acceptable for backfill where directed by the County and/or CM. Place, grade, and shape stockpiles for proper drainage. Properly dispose of excess excavated soil material and materials not acceptable for use as backfill or fill.

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### **3.06 EXCAVATION FOR UTILITY TRENCHES**

- A. Excavate trenches to indicated slopes, lines, depths, and invert elevations. Beyond building perimeters, excavate trenches to allow for the tops of pipes and conduits to be installed below the frost line.
- B. Excavate trenches to uniform widths to provide a working clearance on each side of pipes and conduits. Excavate trench walls vertically from the trench bottoms to 12 inches higher than top of pipes and conduits, unless otherwise indicated.
- C. Trench Clearances: Trench clearances shall be as indicated on the electrical design drawings.
- D. Trench Bottoms: Excavate and shape trench bottoms to provide uniform bearing and support of pipes and conduits. Shape subgrade to provide continuous support for bells, joints, barrels of pipes, joints, fittings, and bodies of pipes and conduits. Remove stones and sharp objects to avoid point loading.
  - 1. For pipes and conduits less than 6 inches in nominal diameter and flat-bottomed multiple-duct conduit units, hand-excavate trench bottoms and support pipes and conduits on an undisturbed subgrade.
  - 2. For pipes and conduits 6 inches or larger in nominal diameter, shape bottom of trench to support the bottom 90-degrees of the pipe and conduit circumferences. Fill depressions with tamped sand backfill.
  - 3. Where encountering rock or another unyielding bearing surface, carry trench excavation 6 inches below invert elevation to receive bedding course.

### **3.07 UTILITY TRENCH BACKFILL**

- A. Place and compact bedding course on rock and other unyielding bearing surfaces and to fill unauthorized excavations. Shape bedding course to provide continuous support for bells, joints, barrels of pipes, joints, fittings, and bodies of pipes and conduits.
- B. Provide 4-inch-thick concrete base slab support for piping or conduit less than 2'-6" below surface of roadways. After installation and testing, completely encase piping or conduit in a minimum of 4-inches of concrete before backfilling or placing roadway subbase.
- C. Place and compact initial backfill of satisfactory soil material or subbase material, free of particles larger than 1-inch, to a height of 12-inches over the utility pipes and conduits. Carefully compact material under the pipe and conduit haunches and bring backfill evenly up on both sides and along the full length of utility piping and conduits to avoid damage or displacement of utility system.
- D. Coordinate backfilling with utilities testing.
- E. Fill voids with acceptable backfill materials as shoring and bracing and remove sheeting.

- F. Place and compact final backfill of satisfactory soil material to final subgrade.
- G. Install warning tape directly above utilities, 12-inches below finished grade, except 6-inches below subgrade under pavements and slabs.

### **3.08 COMPACTION**

- A. Place backfill and fill materials in layers not more than 8-inches in loose depth for material compacted by heavy compaction equipment and not more than 4-inches in loose depth for material compacted by hand operated tampers.
- B. Percentage of Maximum Dry Density Requirements: Compact soil to no less than the following percentages of maximum dry density according to ASTM D1557:
  - 1. Under driveway, compact the top 12-inches below subgrade and each layer of backfill or fill material at 95% maximum dry density.
  - 2. Under lawn or unpaved areas, compact the top 6 inches below subgrade and each layer of backfill or fill material at 90% maximum dry density.

### **3.09 GRADING**

- A. General: Uniformly grade areas to a smooth surface, free from irregular surface changes. Comply with compaction requirements and grade to the cross sections, lines, and elevations indicated.

### **3.10 FIELD QUALITY CONTROL**

- A. Testing and Inspection Services: The GC or SELECTED EC (where applicable) shall employ and pay for services of an independent testing agency or laboratory acceptable to the County and/or CM inspect and test each subgrade and each fill or backfill layer. The GC or SELECTED EC (where applicable) shall not proceed until the test results for previously completed work verify compliance with requirements.
  - 1. Trench Backfill: In each compacted initial and final backfill layer, the Testing Agency shall perform at least one field in-place density test for each 150-foot or less of trench, but no fewer than two tests.
- B. When the Testing Agency reports that subgrades, fills, or backfills are below the specified density, the GC or SELECTED EC (where applicable) shall scarify and moisten or aerate, or remove and replace soil to the depth required, re-compact, and retest until the required density is achieved at no additional cost to the County.

### **3.11 PROTECTION**

- A. Protecting Graded Areas: Protect newly graded areas from traffic, freezing, and erosion. Keep the protected graded areas free of trash and debris.

END OF SECTION 26 00 00

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**SECTION 26 00 05**  
**ELECTRICAL IDENTIFICATION**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This Section includes electrical identification requirements including, but not limited to color-coding, tags, nameplates, labels, and directory cards.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall furnish all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation of the electrical identification system as required in the Contract Documents.
- B. The SELECTED EC shall identify all equipment and circuits using color-coded, tags, nameplates, labels, and directory cards as specified herein.

**PART 2 – EXECUTION**

**2.01 COLOR-CODING**

- A. The SELECTED EC shall color-code all conductors used in the construction of the electrical systems in accordance with the Article 210-5 of the NEC (latest revision).
- B. Where colors are not available, the SELECTED EC shall use black with bands of plastic tape. The SELECTED EC shall locate bands wherever conductors will be accessible. Bands shall be at least 1 inch wide in wire ways, etc. where long lengths of wire would be accessible and banded every 2'-0".
- C. The SELECTED EC shall color code all phase conductors for 120/208/240 volts Black, Red, and Blue with White neutral.
- D. Where parallel runs occur, each set of parallel conductors shall be differentiated, in addition to the previous specified color-coding, by a number of 1-inch wide bands of purple plastic tape – one band per conductor for first set, two for second set, etc. The SELECTED EC shall color code parallel runs as specified in 1.03B above for phase identification.
- E. All grounding conductors shall be green or green with a yellow trace, except as allowed by Article 250-57b exception No. 1 of the NEC (latest revision).

## **2.02 TAGS**

- A. The SELECTED EC shall tag all feeder and branch circuit conductors in all circuit breaker panelboards, relay cabinets, pull boxes, and gutter spaces through which they pass. Tags shall show the circuit number and panel to which the conductors are connected.
- B. All tags in damp locations or where moisture damage to tags is possible shall be made of waterproof materials and marked in such a way that repeated contact with water would not render the tag illegible. Metal tags are acceptable.

## **2.03 NAMEPLATES**

- A. The SELECTED EC shall provide and install a nameplate on all equipment and systems furnished and/or installed under the Contract Documents. The SELECTED EC shall also provide and install nameplates on all items, such as disconnect switches, etc. supplied by others as they relate to the radio communications equipment.
- B. Engraved nameplates shall be black lamacoid with white letters and attached with sheet metal screws, rivets, or epoxy glue in a location to be visible from a normal viewing position. The SELECTED EC shall not use pressure sensitive tape to fasten nameplates.
- C. The SELECTED EC shall mount nameplates indicating the designation, voltage, and phase on switchboards, distribution panelboards, branch circuit panelboards, and control panels with minimum 1/2-inch high letters. Where equipment is flush mounted in the finished areas, the SELECTED EC shall mount nameplates on the inside of the enclosures.
- D. Where disconnect switches are internally mounted in equipment, the SELECTED EC shall label the access doors "Disconnect Inside."
- E. The SELECTED EC shall install labels, showing proper fuse type and size, inside all fusible safety switches and circuit breaker panelboard switch units.
- F. As applicable, each nameplate shall clearly indicate the following:
  - 1. Device function
  - 2. Equipment served
  - 3. Panel name
  - 4. Circuit number
  - 5. Voltage and phase
- G. Unless otherwise directed, nameplates shall be 5-inches long by 3-inches high for circuit breaker panelboards, terminal boxes, relay terminal boxes, relay cabinets, etc., and 3-inches long and 1-inch high for all other equipment.

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## **2.04 LABELS**

- A. The SELECTED EC shall provide and install labels on all wall switches and receptacles. The SELECTED EC shall provide and install labels on all items such as toggle switches, type disconnects, and manual motor starters (supplied by others).
- B. Labels shall be adhesive-back laminated tape with black letters on a clear background. Labels shall be Brother PT-8000 with M4991 tape, or equivalent. Unless otherwise directed, labels should be 2-inches long by 1-inch high.
- C. As applicable, each label shall clearly indicate the following:
  - 1. Equipment served (for switches)
  - 2. Panel name
  - 3. Circuit number
  - 4. Voltage and phase

## **2.05 DIRECTORY CARDS**

- A. The SELECTED EC shall provide and install a neatly typed directory card for all circuit breaker panelboards.
- B. For circuit breaker panelboards, directory cards shall contain a list of circuit numbers, which shall correspond to those listed on the design drawings, and a brief description of the load(s) served.
- C. The SELECTED EC shall identify circuit over-current protective devices on the face of the circuit breaker panelboards with the corresponding circuit numbers.
- D. The SELECTED EC shall permanently mount all directory cards in a suitable cardholder built into the equipment and/or systems.
- E. The SELECTED EC shall assume responsibility for the accuracy of all directory cards and shall correct any errors by preparing and installing NEW CARDS. Crossing out data, erasures, etc., IS NOT ACCEPTABLE.
- F. Where the SELECTED EC adds circuits to existing circuit breaker panelboards, the SELECTED EC shall provide new directory cards as previously specified for new circuit breaker panelboards.
- G. The SELECTED EC shall include a copy of all directory cards for each remote communications site within the training, operation, and maintenance manuals as defined in Section 01 30 10 – Record Documents and Submittal Requirements.
- H. The SELECTED EC shall update existing directory cards at the remote communications sites when the work completed under the Contract Documents alters the equipment and configurations listed on the cards.

## 2.06 SPECIAL SYSTEMS

- A. **NOTE** – Special systems include radio communications equipment, computer and networking equipment, telephone (i.e., TELCO) equipment, etc.
- B. All conductors associated with any and/or all special systems for installation as part of the Contract Documents shall be color-coded.
- C. Color-coding shall be in accordance with the material, equipment, and system manufacturer standards and specifications. If such standards or specifications do not exist, the SELECTED EC shall submit a proposed scheme to the County and CM for review and approval prior to beginning any work.
- D. The colors green and green with yellow trace shall be reserved for grounding conductors. Any other combination of colors and traces are permissible for coding conductors.
- E. In multiconductor cables, in lieu of color conductors, the SELECTED EC may use cables where each conductor insulation is stamped with a unique number at least every 6-inches. Such identification shall not be confined to areas where sheath has been removed, but shall extend the full length of the conductors.
- F. Color-coding shall be of such an extent that each conductor located in the same conduit, pull box, junction box, cabinet, etc. shall have a unique color code. However, conductors supplying similar functions to different areas of the project should have similar (not identical) color codes (i.e., differentiated by number of traces).
- G. All panels, equipment, pull boxes, and conduits shall have voltage labels such as Panduit®, or equivalent.

END OF SECTION 26 00 05

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**SECTION 26 00 10**  
**ELECTRICAL DEMOLITION (DECOMMISSIONING)**

**PART 1 – GENERAL**

**NOTES:**

- A. The County operates communications equipment critical to the protection of life and property.
- B. The SELECTED EC shall not interrupt any existing electrical services in any manner without the expressed written permission of the County and CM.
- C. Ample written notice of service shutdowns shall be given well in advance to the County and CM.
- D. Interruptions and interference shall be made as brief as possible and only at times as permitted by the County and CM.
- E. The SELECTED EC shall plan, coordinate, and perform all work with minimal interruption of service to existing critical systems.

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This Section provides requirements for planning, removing, and properly disposing of materials, equipment (i.e., products) and systems identified in the Contract Documents.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide all of the required materials, equipment (i.e., products), and services necessary for, and incidental to, performing the electrical demolition as indicated in the Contract Documents.
- B. Work also includes minor items, which may not be shown or mentioned, but are necessary for a complete removal of existing electrical installations, which are no longer in use.
- C. The SELECTED EC shall coordinate with the CM, GC, and all other parties installing and/or maintaining materials, equipment (i.e., products), and systems to ensure that the demolition work does not conflict with their efforts.
- D. The SELECTED EC shall submit a removal plan for each remote communications site (where applicable) to the County and CM for approval prior to beginning work.



## **PART 2 – MATERIALS**

### **2.01 MATERIALS**

- A. As previously cited, the SELECTED EC shall provide materials, equipment (i.e., products), and services to completely remove existing components as indicated in the Contract Documents. New materials are to match existing materials.

## **PART 3 – EXECUTION**

### **3.01 EXAMINATION**

- A. The SELECTED EC shall verify that measurements and circuiting arrangements shown on the design drawings are accurate prior to demolition planning.
- B. The SELECTED EC shall verify that abandoned wiring and equipment serve only abandoned facilities.
- C. Demolition drawings are based on casual field observation. The SELECTED EC shall visit each remote communications site prior to demolition planning and report all discrepancies to the County and CM before disturbing existing installations.

### **3.02 PREPARATION**

- A. The SELECTED EC shall employ qualified personnel to perform all electrical system demolition.
- B. The SELECTED EC shall disconnect electrical systems in walls, floors, and ceilings scheduled for demolition.
- C. The SELECTED EC shall coordinate utility service outages with the commercial utility provider(s).
- D. The SELECTED EC shall provide temporary wiring and connections to maintain existing systems in service during construction. When work must be performed on energized equipment or circuits, the SELECTED EC shall use personnel experienced in such operations.
- E. Where possible, the SELECTED EC shall ensure that the existing system(s) remain in service until the new system(s) are complete and ready for service.
- F. The SELECTED EC shall disable the existing system(s) only to make cutovers and connections.
- G. The SELECTED EC shall not interrupt any existing electrical services in any manner without the expressed written permission of the County and CM. The SELECTED EC

shall minimize outage duration and establish temporary connections to maintain service(s) in the area(s) adjacent to the work area(s).

- H. The SELECTED EC shall plan, coordinate, and perform all work with minimal interruption of service to existing critical systems.
- I. Prior to commencing demolition work, the SELECTED EC shall meet the County, CM, and GC in the field to review all proposed methods of demolition and protection.
- J. At NO TIME during the project shall the demolition work interfere with the daily operations of the facilities and critical systems.

### **3.03 DEMOLITION AND EXTENSION OF EXISTING ELECTRICAL WORK**

- A. The SELECTED EC shall remove, relocate, and extend existing installations to accommodate the installation of new materials, equipment, and systems using materials and methods compatible with existing electrical installations or as specified in the Contract Documents at no additional cost to the County.
- B. The SELECTED EC shall remove abandoned wiring to the sources of supply.
- C. The SELECTED EC shall remove exposed abandoned conduits, including abandoned conduits above accessible ceiling finishes. The SELECTED EC shall cut conduits flush with walls and floors and patch surfaces.
- D. The SELECTED EC shall disconnect abandoned outlets and remove devices.
- E. The SELECTED EC shall remove abandoned outlets if the conduit(s) servicing them is/are abandoned and removed. The SELECTED EC shall provide blank covers for abandoned outlets that are not removed.
- F. The SELECTED EC shall disconnect and remove abandoned panelboards and distribution equipment.
- G. The SELECTED EC shall disconnect and remove abandoned bonding wires back to the interior perimeter grounding (earthing) systems.
- H. The SELECTED EC shall disconnect and remove abandoned luminaries and remove brackets, stems, hangers, and other accessories.
- I. The SELECTED EC shall maintain access to existing electrical installations that are to remain active and modify installations or provide access panels as appropriate.
- J. Removal Procedure:
  - 1. All materials and equipment (i.e., products) removed by the SELECTED EC shall be examined by the County and/or CM. Those materials and equipment i.e., products) designated by the County and/or CM as scrap shall become the

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property of the SELECTED EC and shall be removed from each remote communications site immediately by the SELECTED EC at their own expense.

2. Materials and equipment (i.e., products) not classified by the County and/or CM as scrap shall remain the property of the County and the SELECTED EC shall package, transport, and offload the materials and equipment (i.e., products) to a location designated by the County.
- K. All demolished materials and equipment (i.e., products) shall be removed from the remote communications sites and disposed of properly in accordance with all governing regulations.
- L. The SELECTED EC shall restore all existing electrical installation disturbed during the course of construction and not indicated for demolition.
- M. The SELECTED EC shall ensure duplication of proper phase rotations.
- N. The SELECTED EC shall repair any damage caused by improper phase rotation at their own expense.

### **3.04 INSTALLATION OF RELOCATED ASSETS**

- A. The SELECTED EC shall install all relocated materials and equipment (i.e., products) as indicated in the Contract Documents.

END OF SECTION 26 00 10

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**SECTION 26 00 15**  
**ELECTRICAL RACEWAYS, CONDUITS, AND PIPES**

**PART 1 – GENERAL**

**NOTES:**

- A. As previously noted, the GC will perform the underground conduit trenching, provide and install the underground conduits (with pull strings), and perform trench backfill/compaction for all sites except Angier Hill and Blue Mountain, where the SELECTED EC shall be responsible for all trenching and underground conduits.
- B. The GC and other parties will also provide electrical raceways, conduits, and pipes as they relate to the radio communications equipment. The SELECTED EC shall provide electrical raceways, conduits, and pipes **for the electrical systems only**.

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This Section provides requirements for electrical raceways, conduits, and pipes.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation, bonding, and verification of raceways, conduits, and pipes **for the electrical systems only**.
- B. The types of raceways, conduits, and pipes specified in this section include the following:
  - 1. Rigid Galvanized Steel (RGS)
  - 2. Electrical Metallic Tubing (EMT)
  - 3. Liquid-Tight Flexible Metal Conduit (LTFMC)
  - 4. Rigid non-metallic conduit (PVC)
  - 5. Conduit fittings

**PART 2 – PRODUCTS**

**2.01 METAL CONDUIT AND TUBING**

- A. General: All conduits shall be 3/4-inch minimum, 1-inch minimum for all underground conduits and special systems, and 1/2-inch minimum for individual control circuits.

- B. Rigid Galvanized Steel (RGS) shall be used:
  - 1. For all sizes larger than 2-inches.
  - 2. Where exposed to mechanical injury.
  - 3. Where exposed and not supported by a wall or column 10'-0" or less above the finished floor.
  - 4. In or below poured concrete slabs or walls.
  - 5. Where exposed to wet, damp, or unheated areas.
  - 6. In hazardous areas.
- C. Electric Metallic Tubing (EMT):
  - 1. EMT shall be used in concealed, clean, dry locations.
  - 2. EMT shall be used in exposed locations where RGS is not required.
  - 3. EMT shall comply with Motorola's R56 – *Standards and Guidelines for Communications site* (latest revision), where applicable. See Section 5.5.1.6, Ancillary Support Apparatus Bonding in the 2005 revision.
- D. Liquid-Tight Flexible Conduit (Sealtite) shall be used:
  - 1. For motor connections and for flexible connections in unheated, damp, or wet locations.
  - 2. Where subject to corrosive fumes, vapors, or liquids.
  - 3. As required for connections to resiliently mounted equipment to prevent transmission of vibrations to the structure (maximum length 3'-0").

## 2.02 NON-METALLIC CONDUIT

- A. Polyvinyl chloride (PVC) non-metallic conduit shall be heavy wall, rigid, schedule 40, acceptable for 90-degree C conductors. PVC may be used:
  - 1. In or below concrete slabs on grade or in earth when expansion fittings are installed every 100-feet and riser elbows and conduit risers are RGS with bonded PVC or bituminous paint coating.
  - 2. For ground system conductors.

## 2.03 CONDUIT FITTINGS

- A. General: Die cast, pressure cast, or setscrew fittings SHALL NOT be used.
- B. For quality guidance, this specification provides acceptable conduit fittings. Fittings of equal quality and grade manufactured by Appleton®, Cooper Crouse-Hinds, O-Z/Gedney, Pyle-National, Raco®, Steel City, or Thomas & Betts (T&B) may be used.

Locknuts	T&B 140-153 Series
Bushings, insulated	T&B 1200 Series
Bushings, malleable, insulated, grounding type	T&B 3800 Series
Chase nipples, insulated	T&B 1900 Series
Threadless rigid connectors, insulated	T&B 8000 Series
EMT connectors, insulated, rain tight	T&B 5123-5623 Series
EMT couplings, rain tight	T&B 5120-5620 Series
Ground connections - pipe clamp	T&B #2 - #6

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Ground connections - conduit hub	T&B 3900 Series
Liquid tight flexible conduit fittings, insulated	T&B 5300 Series
PVC conduit fittings	Same as conduit manufacturer
Expansion fittings with bonding jumper	Appleton® "XJ" Series

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. The SELECTED EC or GC (where applicable) install underground conduits a minimum of 36-inches below finished grade. Underground conduits shall be a minimum 1-inch in diameter and comply with the design drawings and accordance with the specifications.
- B. The SELECTED EC or GC (where applicable) shall route concealed conduits in a direct line with long sweep bends and offsets. Route exposed conduits parallel to or perpendicular to building lines. Installations shall be neat in appearance and supported at regular intervals to ensure rigidity with pipe straps, hangers, etc.
- C. Where occupied spaces expose conduit runs, the SELECTED EC or GC (where applicable) shall submit proposed conduit routing plans to the County and CM for review and approval prior to installation. The SELECTED EC or GC (where applicable) shall also provide their proposed methods of fastening conduit supports to building structural members to the County and CM for review and approval prior to installation.
- D. Brackets, straps, or trapeze hangers suitably anchored to each building or equipment structure shall be used to support conduits.
  - 1. Space hangers a maximum of 10'-0" on centers, 8'-0" for pipe clamps, or as required by NEC. Use closer spacing if recommended by the respective manufacturer(s).
  - 2. Carefully coordinate the installation of hangers in walls and ceilings with the CM and GC.
  - 3. Where conduit installations are located above lay-in ceilings, do not support the conduits from the ceiling support system. Maintain a minimum of 6-foot clearance from flues, steam pipes, and hot water lines.
- E. Conduits shall be continuous from enclosure-to-enclosure and terminated with double-locknuts or connectors to ensure electrical continuity throughout the conduit system. The conduit system shall be continuously grounded, but cannot be used as the circuit ground in place of a grounding conductor.
- F. The minimum size of conduits shall be 3/4-inches for all home run conduits and shall be sized to carry one (1) additional future circuit.
- G. Cap all conduits during construction to prevent entrance of any foreign material. Swab or brush out conduits before pulling conductors.
- H. Grounding fitting shall be installed at all junction and pull boxes to provide a continuously grounded conduit system.

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- I. All empty conduits shall be provided with pull wire for installation of cable.
  - J. Install locknuts and bushings on all conduit terminations not supplied with a conduit.
  - K. Install a bonding type locknuts or grounding bushings on all conduit terminations at junction and pull boxes. Install a bare copper bonding conductors from each locknut and bushing to a bonding screw on the box.
  - L. Conduits installed below grade shall be sealed at all coupling joints with Polytetrafluoroethylene (PTFE) manufactured by DuPont® (or equivalent) pipe thread seal tape and covered with acceptable paint material.
  - M. Seal around all conduits where they enter the building below grade with thru-wall and floor seals manufactured by Emerson Electric Company O-Z/Gedney, or equivalent.
  - N. Seal all conduits where they enter building with DUXSEAL® sealing compound, manufactured by Johns-Manville Corporation, or equivalent.
  - O. All fire alarm, communications, control, or any low-voltage cables passing through a wall, floor, or ceiling shall be within a rigid galvanized conduit/sleeve. Provide separate sleeves for various classes of wiring. Do not install low-voltage and line voltage wiring within same sleeve.
  - P. Seal around all conduits and sleeves passing through floors, fire partitions, and smoke partitions using acceptable methods, including fitting and compounds, which maintain the smoke and/or fire rating of the partition or floor in accordance with the details indicated on the design drawings and in the specifications.
  - Q. The SELECTED EC shall provide and install fire stopping for all conduit and cables passing through fire rated floors and walls using preformed square tubes with an intumescent material insert that adjusts automatically to cable additions or subtractions. The SELECTED EC shall provide products with steel wall plates allowing for single or multiple devices to be ganged together. The SELECTED EC shall provide and install fire stopping products manufactured by Specified Technologies Inc. (STI) EZ-PATH®, Wiremold FlameStopper™, or equivalent.
  - R. Preparation: Clean threads, ream ends, make tight joints. All conduit runs in slabs, fill, and exterior surfaces, etc., shall be made and tested watertight. To prevent the entrance of foreign items during installation and construction:
    - 1. Equip stub ends with bushings;
    - 2. Cap stub ends; or
    - 3. Plug open ends of conduits.
  - S. Location: Unless otherwise indicated on the design drawings or in the specifications, conduit runs for overhead installations shall be run above the piping of other parties.

### **3.02 CONDUIT INSTALLATION IN CONCRETE AND MASONRY**

- A. The GC and SELECTED EC (where applicable) shall install underground conduits a minimum of 36-inches below finished grade. Underground conduits shall be a minimum 1-inch in diameter and comply with the design drawings and accordance with the specifications.
- B. Conduit runs in concrete and masonry work shall be:
  - 1. Acceptable as to location, type of bends, pitch, and rigidity of supports prior to pouring of concrete or laying up of block.
  - 2. Securely held in place during construction - provide template to hold groups of conduits terminating together or which pass through firewalls to floors together.
- C. For concrete and masonry requiring waterproofing, install conduits in floor slabs above waterproofing, unless otherwise directed by the County or CM.
- D. Where conduits penetrate waterproofing walls, footings, etc., provide special sleeves and fittings as required to maintain the waterproofing integrity of the unit.
- E. Where conduits penetrate floors of wet areas such as mechanical rooms, provide special sleeve and waterproofing as indicated on the design drawings and specifications to prevent water on the floor from passing through the hole around the conduit.
- F. Where conduits are run in concrete work, they shall be run parallel or perpendicular to structural members and shall not be permitted to exceed the sizes listed below:

<u>Thickness of Concrete</u>	<u>Maximum Conduit Size</u>
6-inches	2-inches
4-inches	1-inch

- G. Conduits shall not be permitted to pass through (cutting required) structural members without expressed written permission of the County and CM.

### **3.03 CONDUIT FITTINGS**

- A. All fittings in wet locations (i.e., exposed to weather, buried in concrete or fill) shall be watertight.
- B. Install expansion fittings for all conduits crossing building expansion joints.
- C. Seal all conduits in hazardous areas per NEC. Seal all conduits between areas of widely different temperatures with seal on warmer side of wall.
- D. PVC conduits fittings, elbows, and cement shall be produced by the same manufacturer as the conduits. Fittings shall be solvent welded in accordance with manufacturer recommendations.



- E. Insulated bushings shall be installed on all conduit sizes 1-1/4" and larger and on all empty conduits utilized for special systems, including radio communications equipment, computer and networking equipment, telephone (i.e., TELCO) equipment, etc., regardless of size.

### **3.04 CABLE TRAYS/CABLE LADDERS**

- A. Install cable trays/cable ladders per NEC Article 318 requirements, manufacturer instructions, Motorola's R56 – *Standards and Guidelines for Communications site* (latest revision), where applicable, and as indicated on the electrical design drawings and/or contained in the specifications.
- B. Prior to installing cable trays/cable ladders, coordinate cable tray routing with the CM, GC, and other parties installing and/or maintaining materials, equipment, and systems to avoid conflicts with ductwork, piping, and other mechanical equipment.
- C. Provide all of the necessary cable tray/cable ladder accessories such as elbows, dropouts, etc., required for a complete installation.
- D. Install cable trays/cable ladders using wall brackets and trapeze type hangers with a minimum 3/8-inch threaded rod at each fastening point and at least every 8-feet. Provide all necessary hangers rods, support channels, concrete inserts, and connectors between successive lengths of tray.
- E. Provide and maintain sufficient space to permit access for installing and maintaining the cables.
- F. At all building expansion joints, expansion guides and connectors shall be provided in accordance with thermal contraction and expansion table, NEMA VE-1-5.07 in Standard VE-1. Fixed hold-down clamps shall be installed approximately midway between expansion joints.
- G. Cable Tray/Cable Ladder Grounding: Metallic cable trays that support electrical conductors shall be grounded as required for conductor enclosures per NEC Article 318-7 and NEC Article 250 and Motorola's R56 – *Standards and Guidelines for Communications site* (latest revision).

### **3.05 FIELD QUALITY CONTROL**

- A. UL Listing: UL Listing for conduit and fittings.
- B. Check torque values for grounding (earthing) connections.

END OF SECTION 26 00 15

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## **SECTION 26 00 20 ELECTRICAL WIRES AND CABLES**

### **PART 1 – GENERAL**

#### **1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

#### **1.02 SUMMARY**

- A. This Section provides requirements for electrical wires and cables.
- B. This Section also provides requirements for the following land mobile radio (LMR) and Low Band paging equipment power cords:
  - 1. Locking NEMA L5-20P to removed outer jacket (ROJ) for the LMR equipment.
  - 2. Locking NEMA L5-20P to IEC-60320-C13 for the Low Band paging equipment.

#### **1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall furnish all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation of wires and cables as shown in the Contract Documents.
- B. Types of wires and cables in this section include the following:
  - 1. Copper conductors
  - 2. Type MC cable
  - 3. Type NM and NMC cables
  - 4. LMR and Low Band paging power cords

#### **1.04 QUALITY ASSURANCE**

- A. The SELECTED EC shall use wires and cables manufactured by firms regularly engaged in the production of electrical wire and cable products of the types and ratings required in the design drawings and specifications whose products have been in satisfactory used in similar services for at least five (5) years.

### **PART 2 – PRODUCTS**

#### **2.01 600 VOLT COPPER CONDUCTORS**

- A. General: All conductors shall conform to the latest requirements of ASTM, NEC, NEMA, and UL.
- B. Wire shall be annealed bare copper per ANSI/ASTM B3, UL 83, and Federal

Specification JC-30A with 600 volt insulation, be stranded (except for #10 American Wire Gauge (AWG) and smaller may be solid)), and be minimum size #12 AWG (except for control wiring and signal circuits).

- C. Insulation: Provide THHN/THWN insulation for all conductors. XHHW insulation may be used for conductors #4 and larger.
- D. Conductors #10 and smaller shall be factory color-coded by integral pigmentation with a separate color for each phase and neutral. Conductors #8 and larger shall have either stripes, bands, hash marks, or color pressure-sensitive plastic tape according to the following table:

<u>CONDUCTOR</u>	SYSTEM VOLTAGE
	<u>120/208V, 240V, 3 PH, 4W</u>
Phase A	Black
Phase B	Red
Phase C	Blue
Neutral	White
Ground	Green

- E. Ampacity of conductors shall be rated for 75-degrees Celsius (C), regardless of the temperature of conductor insulation when combining circuits in one conduit. Derate conductors and increase sizes per NEC when installing multiple circuits in raceways, conduits, and pipes utilizing the 75-degree C ampacity table.
- F. Cables shall be UL-type factory-fabricated cables of sizes, ampacity ratings, and materials and jacketing/sheathing as for services indicated.

## 2.02 600 VOLT COPPER CABLES

- A. Type MC: Metal-clad cable with separate insulated green ground conductor and interlocked armored jacket; used in dry locations; concealed in walls and above ceilings only.
- B. **NOTE** – The use of type NM or NMC Romex® or type AC (Armor Clad "BX") IS NOT acceptable.

## 2.03 LOCKING NEMA L5-20P TO ROJ AND IEC-60320-C13 POWER CORDS

- A. Locking NEMA L5-20P to removed outer jacket (ROJ) for the LMR equipment:
  - 1. Provide 6-foot locking NEMA L5-20P to ROJ for the LMR equipment (quantities contained in Section 26 70 00).
- B. Locking NEMA L5-20P to IEC-60320-C13 for the Low Band paging equipment:
  - 1. Provide 8-foot locking NEMA L5-20P to IEC-60320-C13 for the Low Band paging equipment (quantities contained in Section 26 70 00).

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## PART 3 – EXECUTION

### 3.01 INSTALLATION

- A. General: The SELECTED EC shall install electrical wires, cables, and the associated connectors in compliance with:
  - 1. Manufacturer specifications
  - 2. All applicable federal, state, and local laws; statutes; codes; regulations; and standards
  - 3. NECA's National Electrical Installation Standards®
- B. Power branch circuits are identified as follows:
  - 1. Home runs shall be indicated by arrow(s) with circuit designations on the conduits.
  - 2. Conduit sizes other than 3/4" minimum and wire sizes other than #12 shall be sized per NEC unless indicated otherwise on the electrical design drawings and contained in the specifications.
  - 3. All devices following a circuit arrow shall be connected to the circuit designated unless noted otherwise on the electrical design drawings and in the specifications.
  - 4. All exposed branch circuits shall be run within conduits.
  - 5. Route a maximum of three circuits in a single homerun conduit.
  - 6. Each branch circuit is to have a dedicated code-sized ground conductor.
  - 7. Each 120V and 277V branch circuit is to have a full-size dedicated neutral conductor.
- C. Phase connections to all circuit breaker panelboards shall be "A," "B," "C," from left to right when facing panels.
- D. Increase conductor sizes as required due to availability. The design electrical design drawings show the minimum feeder conductor sizes. Should the SELECTED EC elect to use larger conductor sizes, they are responsible for supplying, at no cost additional cost to the County, the required feeder conduit sizes and increased ground conductor sizes per NEC regulations.
- E. The SELECTED EC shall not use wire and cable with bruised, cut, or abraded insulation; wire and cable that does not pass a continuity test; and any wire and cable delivered to the job site with ends of conductors not sealed to prevent entrance of moisture.
- F. The SELECTED EC shall ground and continuously polarize systems properly in accordance with the color-coding called for in the Contract Documents.
- G. The SELECTED EC shall provide conductors of the same size from the protective device to the last load.
- H. The SELECTED EC shall make conductor lengths identical for parallel feeders.

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- I. The SELECTED EC shall install wiring in conduits buried in plaster or in poured concrete after the encased medium is set and dry and then only after conduits have been swabbed out.
  - J. The SELECTED EC shall attach pulling lines to conductor cables by means of either woven basket grips or pulling eyes attached directly to the conductors.
    - 1. The maximum pulling tension shall be limited to 1,000-pounds using woven basket grips.
    - 2. The maximum pulling tension shall be limited to .008-pounds per circular mil area of conductor cross-section when using pulling eyes attached to the conductors.
    - 3. All conductor pulls made with an electric winch or pulling machine shall be made with a pulling tension gauge to assure that the specified tensions are not exceeded. Rope hitches SHALL NOT be used.
    - 4. All cables for installation in a single conduit shall be pulled in together.
  - K. The SELECTED EC shall provide slack wire for all future connections with ends of wire taped and blank box covers installed.
  - L. The SELECTED EC shall not bend cables either permanently or temporarily during installation to radii greater than that recommended by the manufacturer.
  - M. The SELECTED EC shall provide a separate isolated ground conductor from the circuit breaker panelboard to each receptacle indicated on the electrical design drawings as an isolated ground receptacle.
  - N. All grounding conductors within branch circuits and feeders shall be of the insulated type.
  - O. The SELECTED EC shall support cables and conductors contained within conduits independently of all other existing support systems and support systems for installation by other parties (i.e., ceiling grid systems and their support wires, ductwork, piping, etc.).
  - P. Support devices shall be compliant with the requirements set forth in Section 26 00 40 – Electrical Supporting Devices.
  - Q. The SELECTED EC does not have to install (only provide) the locking NEMA L5-20P to ROJ and NEMA L5-20P to IEC-60320-C13 cables.

### **3.02 TAPS, TERMINATIONS, AND CONNECTIONS**

- A. Taps and splices for #10 wire and smaller shall be made with pressure type self-insulated spring connectors. For wire #8 and larger, taps and splices shall be insulated with rubber and/or plastic electrical tape compatible with the conductor insulation. Split bolt or "servits" ARE NOT acceptable. The SELECTED EC shall keep splices to a minimum.

- B. Feeder connections shall be made with IDEAL INDUSTRIES, Inc. Type ND or acceptable equal connectors for use on copper to copper; aluminum to aluminum; or, copper to aluminum conductors. Size to match mating conductors. The SELECTED EC shall insulate feeder connections with BURNDY® Type YS-1, or equivalent.
- C. The SELECTED EC shall make feeder taps with pressure type connectors, mechanical type with companion covers. Feeder taps shall be IDEAL INDUSTRIES, Inc. Type GT with cover type GIC, or equivalent.
- D. Heat shrink insulators shall be by Thomas & Betts (T&B), or equivalent, 600 volt rated, heat shrink at 250-275 degrees Fahrenheit (F).
- E. Any aluminum conductors larger than No.6 AWG shall have a compression type termination before being mechanically fastened to a device such as a circuit breaker, lug, transformer spade, etc.

### **3.03 MC CABLE INSTALLATION**

- A. MC cable maximum lengths shall be 6'-0", or as required from device-to-device. Metal-clad cables with separate insulated green ground conductors and aluminum bond wires attached to interlocked armored jacket shall be used in dry locations only.
- B. MC cable shall be continuous from enclosure-to-enclosure and terminated with appropriate connectors to ensure electrical continuity throughout the raceway system.
- C. All home runs to panels for MC cable branch circuits shall be contained within conduits. The minimum conduit size shall be 3/4-inch.
- D. The SELECTED EC shall install junction boxes with screw covers where required to facilitate installation of MC cables and to keep cable lengths to a minimum. The SELECTED EC shall size the junction boxes in accordance with NEC regulations, mount in an accessible location, and label cover with circuit numbers and destination.
- E. MC cables shall not be used underground or penetrate through roofs, floors, concrete walls, etc.
- F. MC cables shall not be allowed for motor circuits, feeders, or special equipment. These circuits shall be run in conduits and seal-tight.

### **3.04 UNDERGROUND CONDUCTOR INSTALLATION**

- A. Conductors shall have the ends sealed to prevent water from entering the conductor system while pulling.
- B. The SELECTED EC shall use a suitable lubricating compound to pull conductors through conduits. The compound shall not be injurious to the conductor jackets and shall not harden or become adhesive. No lubricant shall be applied to the first and last 5 feet of the conductor. A feeding tube shall be used to prevent the conductor from

scraping on the pull box frame or duct opening.

- C. Splices:
1. Splice conductors only in manholes, accessible junction boxes, and accessible outlet boxes.
  2. Splices shall be permitted only where indicated on the electrical design drawings.
  3. Splicing materials shall be compatible with the conductors, insulations, and protective jackets on the conductor.
  4. Splices shall be suitably designed and the proper size for the conductors being spliced.
  5. Splices must insulate and protect the conductors to a degree equal or greater to that of the insulation and protective jackets that protect the conductors.
  6. In locations where moisture may be present, the splices shall be watertight.
  7. In manholes, the splices shall be submersible.

### **3.05 FIELD QUALITY CONTROL**

- A. Prior to energization, the SELECTED EC shall test all cables and wires for continuity of circuitry and for short circuits. The SELECTED EC shall correct malfunctions when detected at their own expense.
- B. Subsequent to wire and cable hook-ups, the SELECTED EC shall energize circuitry and demonstrate functionality in accordance with the requirements set forth in the Contract Documents and all manufacturer specifications.

END OF SECTION 26 00 20

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**SECTION 26 00 25  
ELECTRICAL DEVICE BOXES**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This Section provides requirements for electrical device boxes.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation and verification of electrical device boxes, as required per the Contract Documents.

**1.04 QUALITY ASSURANCE**

- A. Each electrical device box shall be UL listed and labeled for its intended use.

**PART 2 – PRODUCTS**

**2.01 MATERIALS**

- A. The SELECTED EC shall provide electrical device boxes in accordance with the following requirements:
  - 1. Manufactured by Austin Electrical Enclosures, Steel City, or equivalent;
  - 2. Constructed of galvanized stamped steel, malleable iron or non-ferrous metal; and
  - 3. Stamped with knockouts in back and on the sides with threaded screw holes with corrosion-resistant screws for securing electrical device box covers and wiring devices.
- B. Electrical Device Box Types:
  - 1. Special outlets - as required.
  - 2. Special equipment - as required and/or supplied by the equipment manufacturer.
  - 3. Exposed work - cast condulets (combination of a conduit and outlet) of types and sizes as required.
  - 4. Hazardous Location Outlets - Class 1, Division 1, explosion proof boxes of type and size as required, and UL listed.
- C. Each electrical device box shall be appropriately sized to accommodate the intended device, fixture, or appliance to be installed and the type, number, and arrangement of



conduits, cables, or conductors which are to be attached to it or housed within it.

- D. Where standard electrical device boxes are not suitable, the SELECTED EC shall provide electrical device boxes of special design to suit the intended service at no additional cost to the County. The SELECTED EC shall submit a proposal of all special electrical device boxes to the County and CM for review and approval prior to installation.
- E. Where device boxes are exposed to weather or damp locations, they shall be cast aluminum or galvanized cast or malleable iron with threaded hubs for conduit connections. Cover shall be watertight and airtight with gasket and bronze screws.
- F. The depth of any electrical device box shall be suitable for the wall, partition, etc., where installed.
- G. Electrical device boxes set in plaster surfaces shall be equipped with raised covers or extensions, as required.
- H. Electrical device boxes set in finished masonry walls shall be standard utility boxes or standard 4-inch square boxes with raised covers having square corners.
- I. The SELECTED EC shall provide gang boxes at locations where two or more wiring devices are proposed. The SELECTED EC shall provide dividers between electrical device boxes of different voltages.
- J. Fireproofing Materials: The SELECTED EC shall provide prefabricated intumescent sheets to be inserted into electrical device boxes that will provide up to a 2-hour fire rating and UL263, ASTM E119, and NFPA 251 listed. The SELECTED EC shall use prefabricated intumescent sheets in conjunction only with metallic cover plates. The SELECTED EC shall use Specified Technologies, Inc. (STI) Power Shield™ electrical box insert pads, or equivalent.
  - 1. Fireproofing materials shall be compliant with all applicable codes.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. The electrical device box locations given hereinafter and/or indicated on the electrical design drawings are for the SELECTED EC's reference. The SELECTED EC shall coordinate the location of all electrical device boxes with the CM, GC, and other parties installing materials, equipment (i.e., products), and systems at the remote communications sites.
- B. Electrical Device Box Mounting Heights:
  - 1. The SELECTED EC shall locate electrical device boxes of the same type at the same level on each floor, except where otherwise indicated on the electrical design drawings or in the specifications.

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- C. Electrical Device Box Locations:
1. In locating electrical device boxes, allow adequate clearance space for overhead pipes, ducts, other obstructions.
  2. Where rows of electrical device boxes occur, align them carefully.
  3. Check electrical device box locations for conflict with door openings and equipment. Where conflicts appear, verify electrical device box locations with the CM and GC prior to installation.
- D. The SELECTED EC shall set electrical device boxes accurately, level, plumb, and square with lines of structure and where wiring is concealed. The SELECTED EC shall set electrical device boxes flush with finished surfaces.
- E. The SELECTED EC shall support electrical device boxes from the ceiling or walls in accordance with industry standards and best practices. Electrical device box supports shall be independent of the conduits to which they are connected and not interfere with other existing and planned installations.
- F. Electrical device boxes shall be securely held in place during construction. The SELECTED EC shall take special care to hold electrical device boxes in position in shallow partitions and wherever plans call for them to be centered on such items as mirrors, doorframes, windows, etc.
- G. When supporting electrical device boxes on the interior of exterior walls, the SELECTED EC shall provide spacer sleeves at least ½-inches long, slipped over supporting bolts.
- H. The SELECTED EC shall coordinate the installation of electrical device boxes and fittings with wire/cable and raceway installation work.
- I. The SELECTED EC shall provide knockout closures to cap unused electrical device box knockout holes where blanks have been removed.
- J. The SELECTED EC shall install electrical device boxes and conduit bodies in locations to ensure ready accessibility of electrical wiring.
- K. The SELECTED EC shall avoid using round electrical device boxes where conduits must enter the boxes through the side, which would result in difficult and insecure connections when fastened with locknut or bushing on a rounded surface.
- L. The SELECTED EC shall fasten electrical device boxes rigidly to substrates or structural surfaces or solidly embed electrical device boxes in concrete or masonry.
- M. All fittings in wet locations (i.e., exposed to weather, buried in concrete or fill) shall be watertight.

### **3.02 FIELD QUALITY CONTROL**

- A. UL Listing: Provide UL listings for electrical device boxes and fittings.

END OF SECTION 26 00 25

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**SECTION 26 00 30**  
**ELECTRICAL PULL BOXES AND JUNCTION BOXES**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This Section provides requirements for electrical pull boxes and junction boxes.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation and verification of electrical pull boxes and junction boxes in accordance with the Contract Documents.

**1.04 QUALITY ASSURANCE**

- A. Pull boxes and junction boxes shall be compliant with NEMA 250 – Enclosures for Electrical Equipment (latest revision) (1000 volts maximum)

**PART 2 – PRODUCTS**

**2.01 PULL AND JUNCTION BOXES**

- A. Sheet Metal Boxes: The SELECTED EC shall provide ANSI/NEMA OS 1-compliant galvanized code-gage sheet steel pull and junction boxes with screw-on covers of types, shapes, and sizes, to suit each respective remote communications site. The pull and junction boxes provided shall contain welded seams and be equipped with stainless steel nuts, bolts, screws and washers.
  - 1. Sheet metal boxes larger than 12-inches in any dimension shall have hinged covers.
- B. Knockout Closures, Conduit Lockouts, and Bushings: The SELECTED EC shall provide corrosion-resistant punched-steel box knockout closures, conduit locknuts, malleable iron conduit bushings along with offset connectors of the appropriate types and sizes to suit each remote communications site installation.
- C. Cast Metal Boxes for Outdoor and Wet Locations Installations: The SELECTED EC shall provide NEMA 250 Type 4 and Type 6 flat-flanged, surface-mounted pull and junction boxes that are UL listed as rain tight. The outdoor pull and junction boxes shall be galvanized cast iron, include ground flanges, neoprene gaskets, and stainless steel cover screws.

- D. Stainless Steel Boxes for Outdoor and Wet Locations Installations: The SELECTED EC shall provide UL 508, NEMA Type 4X, flat-flanged, surface-mounted outdoor pull and junction boxes listed as rain tight. The outdoor pull and junction boxes shall be formed 304 stainless steel and include covers with ground flanges, neoprene gaskets, and stainless steel cover screws.
- E. Underground Pull Boxes: The SELECTED EC shall provide heavy duty, non-conductive polymer concrete and fiber reinforcement polyester underground pull boxes that are 48-inches wide, 48-inches long, and 48 inches deep. The underground pull boxes shall include stainless steel hardware, integral bottoms, corrugated walls, and bolted adjustable two-piece covers with skid resistant surface. The SELECTED EC shall provide knockouts and pulleys to match the concrete duct bands. The SELECTED EC shall provide pullboxes manufactured by CDR Systems Corporation, or equivalent.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. The SELECTED EC shall locate pull boxes and junction boxes above accessible ceilings or in unfinished areas.
- B. The SELECTED EC shall support pull boxes and junction boxes independent of conduits.
- C. All pull box and junction box covers shall be easily accessible.
- D. The SELECTED EC shall install pull boxes and junction boxes with screw covers, where required, to facilitate the pulling or tapping of conductors.
- E. The SELECTED EC shall provide pull boxes and junction boxes at locations indicated or as accepted by the CM and GC in straight runs at intervals of 125-feet for conduit sizes 1-inch and smaller and 100 feet for conduit sizes larger than 1-inch.
- F. The SELECTED EC shall also provide pull and junction boxes wherever three or more 90 degree bends occur in cable runs unless NEC regulations require additional boxes.
- G. The SELECTED EC shall size pull and junction boxes in accordance with NEC regulations, mount in an accessible location, and label each cover with the circuit number(s) and destination(s).
- H. The SELECTED EC shall install underground pull boxes at locations indicated or as accepted by the CM and GC in straight runs at intervals of 250-feet for conduit sizes one inch and smaller and 150-feet for conduit sizes larger than 1-inch.
- I. The SELECTED EC shall also provide pull and junction boxes wherever three or more 90-degree bends occur in cable runs unless NEC regulations require additional boxes.

- J. The SELECTED EC shall size pull and junction boxes in accordance with NEC regulations, install flush with finish grade, and label each cover with the circuit number(s) and destination(s).

### **3.03 FIELD QUALITY CONTROL**

- A. UL Listing: Provide UL listings for electrical pull and junction boxes.

END OF SECTION 26 00 30

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**SECTION 26 00 35**  
**ELECTRICAL WIRING DEVICES**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This Section provides requirements for electrical wiring devices.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation and verification of wiring devices, as included in the Contract Documents.
- B. Wiring devices include, but are not limited to, wall switches, ground type polarized receptacles, faceplates, and special wiring devices as indicated on the electrical design drawings and in the specifications.

**1.04 QUALITY ASSURANCE**

- A. Manufacturer Specifications and Instructions: The SELECTED EC shall comply with all wiring device manufacturer specifications and instructions.
- B. Regulatory Compliance: The SELECTED EC shall provide and install wiring devices in accordance with all applicable federal, state, and local laws; statutes; codes; regulations; and standards.
- C. UL Compliance and Labeling: The SELECTED EC shall provide and install UL-listed and labeled electrical wiring devices.
- D. NEC Compliance: The SELECTED EC shall comply with NEC regulations as applicable for the installation of electrical wiring devices.
- E. NEMA Compliance: The SELECTED EC shall comply with NEMA standards for general and specific-purpose wiring devices.

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## PART 2 – PRODUCTS

### 2.01 MATERIALS

- A. The SELECTED EC shall provide wiring devices from the following manufacturers (or equivalent):
  - 1. Hubbell, Inc.
  - 2. Leviton Manufacturing Company, Inc.
  - 3. Pass and Seymour, Inc.
- B. Wall Switches:
  - 1. All wall switches shall be similar in appearance, toggle type, and federal specification grade. The SELECTED EC shall provide ivory colored wall switches unless otherwise noted.
  - 2. Cover Plates – Installation:
    - a. The SELECTED EC shall provide smooth nylon cover plates in occupied areas of colors matching the associated devices.
    - b. The SELECTED EC shall provide smooth stainless steel 302/304 cover plates in unoccupied areas such as closets and maintenance rooms.
- C. Convenience Outlets:
  - 1. The SELECTED EC shall equip each location indicated on the electrical design drawings with a federal specification grade duplex convenience outlet rated at 20 amperes with NEMA 5-20R.
  - 2. The SELECTED EC shall provide ivory colored outlet plates unless otherwise noted.
    - a. The SELECTED EC shall provide smooth nylon cover plates in occupied areas of colors to matching the associated devices.
    - b. The SELECTED EC shall provide smooth stainless steel 302/304 cover plates in unoccupied areas such as closets and maintenance rooms.
  - 3. The SELECTED EC shall install the convenience outlets at the locations identified on the electrical design drawings. If the SELECTED EC determines that the convenience outlets cannot be installed at the locations identified on the electrical design drawings, they shall contact the CM and GC immediately for resolution.
  - 4. Ground Fault Circuit Interrupter (GFCI) Receptacles: The SELECTED EC shall provide federal specification grade GFCI duplex receptacles, 20 ampere, 125 volt, 2 pole 3 wire grounding type, per UL 2003 standards 943 Class A and 498. For exterior applications, the SELECTED EC shall provide weather and tamper resistant GFCI duplex receptacles rated 20 ampere, 125 volt, 2-pole 3-wire grounding specification grade.
  - 5. Surge Suppression Receptacles: As indicated on the electrical design drawings and BOM, the SELECTED EC shall provide federal specification grade surge suppression receptacles, 20 ampere, 125 volt, 2 pole 3 wire grounding type, with indicator light and audio alarm, 210 joules / 13000A per mode rating, listed by UL.

6. Isolated Ground Receptacles: As indicated on the electrical design drawings and BOM, the SELECTED EC shall provide federal specification grade isolated ground duplex receptacles, 20 ampere, 125 volt, 2 pole 3 wire grounding type, per NEC Articles 517-18 and 19, and listed by UL.
7. Weatherproof (WP) Receptacles: The SELECTED EC shall provide ground fault circuit protected receptacles in waterproofed or rain tight boxes and cover assemblies, per NEC 410-57(b) and listed by UL where needed. The receptacles shall remain weatherproof with the plug(s) inserted.
8. Quadraplex Receptacles: The SELECTED EC shall provide two (2) duplex receptacles in a single 4" x 4" device box, 20 ampere, 125 volt, 1 phase 3 wire grounding type, NEMA 5-20R, UL listed, federal specification grade with a single faceplate.

### **PART 3 – EXECUTION**

#### **3.01 INSTALLATION**

- A. The SELECTED EC shall coordinate with the parties performing installation services or maintenance work at each remote communications site.
- B. The SELECTED EC shall install wiring devices only in electrical boxes that are clean and free from excess building materials, dirt, and debris. Where wall switches are ganged together, insulated barriers are required in switch electrical boxes between each wall switch.
- C. The SELECTED EC shall install wall switches at the locations identified on the electrical design drawings to control circuits, outlets, appliances, devices, etc.
- D. The SELECTED EC shall gang switches where two or more are required. The SELECTED EC shall provide custom, multi-gang cover plates as required to gang all switches at a location into a single cover plate.
- E. The SELECTED EC shall install all wall switches such that up is "ON" and down is "OFF."
- F. The SELECTED EC shall install all wall receptacles such that the grounding pin slot is facing "UP."
- G. The SELECTED EC shall install all wiring devices and cover plates after final painting has been completed. The SELECTED EC shall clean all paint overspray off conductor insulation so that color-coding can be seen.
- H. The SELECTED EC shall install a bonding jumper from the grounding terminal on each receptacle (except isolated ground type) to the metal device boxes.



- I. The SELECTED EC shall install GFCI type receptacles such that any other devices upstream or downstream are not protected by the GFCI receptacle. Each receptacle indicated on the electrical design drawings with a GFCI is to be an independent device.

### **3.02 IDENTIFICATION**

- A. The SELECTED EC shall identify electrical wiring devices with in accordance with the requirements specified in 26 00 05 – Electrical Identification.

### **3.03 FIELD QUALITY CONTROL**

- A. Prior to energization of circuitry, the SELECTED EC shall check all connections to verify equipment manufacturers' torque tightening specifications.
- B. The SELECTED EC shall inspect each wiring device for defects and replace defective units at no additional cost to the County.
- C. The SELECTED EC shall verify that each receptacle device is energized.
- D. After energization of circuitry, the SELECTED EC shall check all receptacles with a receptacle circuit tester to verify the proper connection of ground wires and correct polarities.
- E. The SELECTED EC shall test all GFCI type receptacles with a GFCI receptacle tester with a test current of 6 mA. (+/- 5%).
- F. The SELECTED EC shall test all receptacles for polarity, ground continuity, and ground blade retention force per NFPA 99 Chapter 3-3 Section 3-3.3.3.
- G. The SELECTED EC shall rewire receptacles as required until receptacles test properly at no additional cost to the County.

END OF SECTION 26 00 35

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**SECTION 26 00 40  
ELECTRICAL SUPPORTING DEVICES**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This Section provides requirements for electrical supporting devices.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation and verification of supports, anchors, sleeves, and seals (i.e., supporting devices), as identified in the Contract Documents.
- B. The SELECTED EC shall provide sleeves for all wires and cables to be contained within interior and exterior walls.
- C. Types of supports, anchors, sleeves, and seals specified in this section include the following:
  - 1. Clevis hangers
  - 2. Riser clamps
  - 3. C-clamps
  - 4. I-beam clamps
  - 5. One-hole conduit clips
  - 6. Two-hole conduit straps
  - 7. Round steel rods
  - 8. Lead expansion anchors
  - 9. Toggle bolts
  - 10. Wall and floor seals
  - 11. Roof penetration portals
  - 12. Roof pillow block supports
  - 13. Fire-rated low-voltage cable wall seals

**1.04 QUALITY ASSURANCE**

- A. The SELECTED EC shall provide supporting devices manufactured by the firms identified herein and/or those that have been engaged in the production of this type of equipment for no less than five (5) years.

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## PART 2 – PRODUCTS

### 2.01 MANUFACTURED SUPPORTS, ANCHORS, SLEEVES, AND SEALS

- A. General: The SELECTED EC shall provide supporting devices that comply with manufacturer requirements for the associated electrical materials, equipment, and systems that they support. Where more than one type of supporting device meets requirements, the SELECTED EC reserves the right to choose the most appropriate solution. All equipment shall be UL listed and fire-rated for penetration through rated assemblies.
- B. Supports: The SELECTED EC shall provide supporting devices of the types, sizes, and materials required to support the associated electrical materials, equipment, and systems and in accordance with the following specifications:
1. Clevis Hangers: For supporting 2-inch rigid metal conduit; galvanized steel; with 1/2 inch diameter hole for round steel rod; approximately 54 pounds per 100 units.
  2. Riser Clamps: For supporting 5-inch rigid metal conduit; black steel; with two (2) bolts and nuts, and 4-inch ears; approximately 510 pounds per 100 units.
  3. C-Clamps: Black malleable iron: 1/2-inch rod size; approximately 70 pounds per 100 units.
  4. I-Beam Clamps: Black steel, 1-1/4" x 3/16" stock; 3/8-inch cross bolt; 2-inch flange width; approximately 52 pounds per 100 units.
  5. One-Hole Conduit Straps: For supporting 3/4-inch rigid metal conduit; galvanized steel; approximately 7 pounds per 100 units.
  6. Two-Hole Conduit Straps: For supporting 3/4-inch rigid metal conduit, galvanized steel; 3/4-inch strap width; and 2-1/8 inches between the center of screw holes.
  7. Hexagon Nuts: For 1/2-inch rod size; galvanized steel; approximately 4 pounds per 100 units.
  8. Round Steel Rod: Black steel; 1/2 inch diameter; approximately 67 pounds per 100 feet.
  9. Offset Conduit Clamps: For supporting 2-inch rigid metal conduit; black steel; approximately 200 pounds per 100 units.
- C. Anchors: The SELECTED EC shall provide anchors of the types, sizes, and materials required to support the associated electrical materials, equipment, and systems and in accordance with the following specifications:
1. Lead Expansion Anchors: 1/2 inches approximately 38 pounds per 100 units.
  2. Toggle Bolts: Springhead; 3/16" x 4"; approximately 5 pounds per 100 units.
- D. Sleeves and Seals: The SELECTED EC shall provide sleeves and seals of the types, sizes, and materials required to support the associated electrical materials, equipment, and systems and in accordance with the following specifications:
1. The SELECTED EC shall plan for, provide, and install sleeves, chases, and openings through floors, walls, ceilings and structural members in coordination with the CM, GC, and other parties performing work at the remote communications sites. The SELECTED EC shall provide sleeves for all wires and cables to be contained within interior and exterior walls.

2. The SELECTED EC shall provide factory-assembled watertight wall and floor seals suitable for sealing around conduit, pipe, and tubing passing through concrete floors and walls.
3. The SELECTED EC shall construct seals with steel sleeves, malleable iron body, neoprene sealing grommets and rings, metal pressure rings, pressure clamps, and cap screws.
4. The SELECTED EC shall provide UL-rated assemblies for penetrations in rated walls, floors, and ceilings.
5. The SELECTED EC shall seal all openings through fire-rated walls and floors after installation of conduits, cable trays, wireways, and any other equipment with UL-listed material in order to preserve the wall and floor fire ratings. The SELECTED EC shall provide thru-wall entrance seals for conduits passing through exterior concrete walls or footings below grade. The seals shall be manufactured by Emerson Electric Company O-Z/Gedney, TYPE FSK, or equivalent.
6. The SELECTED EC shall provide watertight seals for assemblies using DUXSEAL® sealing compound, manufactured by Johns-Manville Corporation, or equivalent.
7. The SELECTED EC shall furnish and install pipe portal systems at all conduit locations that penetrate roofing systems. Each complete unit shall include a base with a molded sealing ring on a collared opening and an ethylene propylene diene monomer (EPDM) compression molded rubber cap. The cap and base shall be locked with a Phillips WEATHER-TITE™ seal, or equivalent.
8. The portals shall include stainless steel clamp sealing units. The SELECTED EC shall make all connections to the roofs in accordance with roofing manufacturer recommendations. The pipe portals shall include prefabricated roof curbs, laminated, acrylic coated acrylonitrile butadiene styrene (ABS) covers with pre-punched mounting holes, and a double-molded sealing ring on the collared opening manufactured by Portals Plus, Inc. (model RC4A), or equivalent.
9. The SELECTED EC shall furnish and install roof-to-pillow block-type pipe stands for all roof-mounted conduits. The SELECTED EC shall provide pillow blocks manufactured by MIRO Industries, Inc. (or equivalent) with metal rollers seated in Polytetrafluoroethylene (PTFE) manufactured by DuPont®, or equivalent. The SELECTED EC shall strap the conduits loosely to the pillow blocks to prevent them from slipping off the units. The SELECTED EC shall space the pillow blocks per NEC conduit support spacing requirements.
10. The SELECTED EC shall provide factory-assembled 3-inch square sleeves with integral firestopping suitable for sealing around low-voltage cables passing through walls. Sleeves shall be grouped together to form duplex or triplex sleeves. The SELECTED EC shall provide UL-rated assemblies for penetrations in rated walls, floors, and ceilings manufactured by Specified

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Technologies Inc. (STI) EZ-Path, <sup>TM</sup> or equivalent.

## **2.02 FABRICATED SLEEVES AND SEALS**

- A. Pipe Sleeves: The SELECTED EC shall provide one fabricated pipe sleeves in accordance with the following requirements:
  - 1. Sheet Metal: Fabricate from galvanized sheet metal; round tube closed with snap lock joint, welded spiral seams, or welded longitudinal joint. Fabricate sleeves from the following gage metal: 3 inches and smaller – 20-guage; 4 to 6 inches – 16-guage; over 6 inches – 14-guage.
  - 2. Steel Pipe: Fabricate from Schedule 40 galvanized steel pipe; remove burrs.
- B. Sleeve Seals: Provide sleeve seals for sleeves located in foundation walls below grade, in exterior walls, or fire-rated assemblies.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION OF SUPPORTS, ANCHORS, SLEEVES, AND SEALS**

- A. The SELECTED EC shall install supports, anchors, sleeves, and seals in accordance with manufacturer specifications, and recognized industry practices. The SELECTED EC shall comply with NEC, NECA, ANSI, and NEMA codes, standards, and specifications for the installation of supporting devices.
- B. The SELECTED EC shall coordinate the installation of supporting devices with other parties performing work at the remote communications sites.
- C. The SELECTED EC shall properly install hangers, supports, clamps, and attachments to support piping from building structures.
- D. The SELECTED EC shall group parallel runs of horizontal conduits together on trapeze type hangers where possible and install supports with maximum spacing indicated.
- E. The SELECTED EC shall tighten sleeve seal nuts until sealing grommets have expanded to form watertight seals.
- F. The SELECTED EC shall install sleeves for all wire and cables, including low-voltage wiring, contained within interior and exterior walls and provide with proper seals to achieve the ratings of each wall penetrated.

### **3.02 FIELD QUALITY CONTROL**

- A. UL Listing: Provide UL listings for all electrical supporting devices.

END OF SECTION 26 00 40

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## **SECTION 26 00 45 UNDERGROUND CONDUIT SYSTEMS**

### **PART 1 – GENERAL**

#### **NOTES:**

- A. As previously noted, the GC will perform the underground conduit trenching, provide and install the underground conduits (with pull strings), and perform trench backfill/compaction for all sites except Angier Hill and Blue Mountain, where the SELECTED EC shall be responsible for all trenching and underground conduits.
- B. The GC and other parties will also provide conduit systems as they relate to the radio communications equipment. The SELECTED EC shall provide underground conduit systems **for the electrical systems only**.

#### **1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.
- B. Section 26 00 00 – Electrical Trenching, Backfill, And Compaction

#### **1.02 SUMMARY**

- A. This Section provides requirements for underground conduit systems as they relate to the electrical systems for the remote communications sites.

### **PART 2 – PRODUCTS**

#### **2.01 MATERIALS**

- A. Rigid Ferrous Metal Conduit: Steel, galvanized on the outside and inside (conduit enameled on the inside only IS NOT ACCEPTABLE).
- B. Provide UL categorized rigid ferrous metal conduit (identified on the UL product category as rigid metal conduit-steel or rigid steel conduit) manufactured by the following vendors (or equivalent):
  - 1. Allied Tube & Conduit Corporation
  - 2. Midwest Electric Products, Inc.
  - 3. Occidental Coating Company
  - 4. Robroy Industries Inc.
  - 5. Triangle PWC Inc.
  - 6. Wheatland Tube Company
- C. Rigid Nonmetallic Conduit and Fittings (Concrete Encased): Provide Schedule 40 rigid nonmetallic conduit and fittings (concrete encased) manufactured by the following

- 
- vendors (or equivalent):
1. Carlon®, Lamson & Sessions, Inc.
  2. CertainTeed Corporation
  3. National Pipe Company, Ltd.
  4. Queen City Plastics, Inc.
- D. Conduit Spacers and Levelers: Provide commercially manufactured conduit spacers and levelers to suit all conduit, installation, and spacing requirements.
- E. Duct Seal: Provide duct seal from the following manufacturers (or equivalent):
1. Appleton® Electrical Products, Inc. Duct Seal Weatherproof Compound
  2. Emerson Electric Company O-Z/Gedney DUX®
  3. Johns-Manville Corporation DUXSEAL®
- F. Drag Line: Provide 1/8 inch thick (minimum) polypropylene monofilament dragline from the following manufacturers (or equivalent):
1. American Synthetic Ropes' Flotorope
  2. Greenlee Textron, Inc. 2 Ply Rope 43I
  3. Thomas Industries, Inc. Jet Line Products' Rope 232
- G. Thru-Wall Sealing Bushings:
1. For walls that have or will have membrane waterproofing, provide materials from the following manufacturers (or equivalent):
    - a. Cast-In-Place Installations – Emerson Electric Company O-Z/Gedney Type FSK thruwall seal and Type FSKA membrane clamp adapters.
    - b. Core Drilled or Sleeved Installations – Emerson Electric Company O-Z/Gedney Type CSM and Type CSMC with membrane clamp adapters.
  2. For walls that will not have membrane waterproofing, provide materials from the following manufacturers (or equivalent):
    - a. Cast-In-Place Installations – Emerson Electric Company O-Z/Gedney Type FSK.
    - b. Core Drilled or Sleeved Installations – Emerson Electric Company O-Z/Gedney Type CSM or Thunderline Corporation Link-Seal.
- H. End Bells:
1. Rigid Ferrous Metal Conduit: Provide Emerson Electric Company O-Z/Gedney Type TNS (or equivalent).
  2. Rigid Nonmetallic Conduit: Provide the respective conduit manufacturer's standard end bells.
- I. Insulated Grounding Bushings: Provide insulated grounding bushings from the following manufacturers (or equivalent):
1. Appleton Electrical Products, Inc. GIB-50 Series
  2. Efcor Inc. 56-50-4 Series
  3. Midwest Electrical Products, Inc. GLL Series
  4. Emerson Electric Company O-Z/Gedney IBC-50L Series
  5. Hubbel Electrical Products, Inc. RACO® 1212 Series
  6. Thomas & Betts Corporation (T&B) 3870 Series

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## **PART 3 – EXECUTION**

### **3.01 PREPARATION**

- A. Before installing any underground conduits, layout the proposed conduit routes, location of pullboxes, etc. according to the electrical design drawings. Notify the County and CM of any proposed deviances from the electrical design drawings to accommodate field conditions. The County and CM shall approve all proposed underground conduit deviances prior to installation.

### **3.02 INSTALLATION**

- A. Spacing:
  - 1. Conduit Bank: Separate individual conduits by a minimum of 3-inches unless the electrical design drawings indicate that greater spacing is required. Use spacers and levelers located no more than 4-feet apart.
- B. Depth:
  - 1. Unless indicated on the electrical design drawings or directed by the County or CM, install conduits 36-inches below existing finished grades.
    - a. NOTE – If encountering shallow bedrock, immediately notify the County and CM to obtain direction on whether installation of the conduits at shallower depths is permissible.
- C. Pitch:
  - 1. Pitch conduits away from buildings.
  - 2. Pitch conduits towards manholes a minimum of 12-inches per 100-feet. On underground conduit runs where it is impossible to maintain the grade completely in one direction, grade from the center so that conduits pitch both directions down toward manholes.
- D. Conduits Entering Buildings and Pullboxes:
  - 1. Seal conduit entrances into manholes watertight.
  - 2. Seal conduit entrances into building walls watertight. Exception – Seal is not required in below grade foundation walls associated with slab on grade construction.
  - 3. Install end bells at conduit entrances into pullboxes.
  - 4. Install end bells at conduit entrances into buildings. Exceptions:
    - a. For insulated grounding bushings on conduit entrances associated with slab on grade construction, install stub up insulated grounding bushings.
    - b. Install insulated grounding bushing and two locknuts on conduits where they are terminated in cabinets, junction or pull boxes.
- E. Cleaning Conduits: Take precautions to prevent foreign matter from entering conduits during installation. Clean conduits with the appropriate tools after installation is completed.



- F. Sealing Ends of Conduits:
  - 1. Occupied Conduits: Seal the ends of all conduits until the installation and testing of the cables is successfully completed. After cable installation and testing, seal all conduits using duct seal at building entrances and first pullbox outside of the buildings.
  - 2. Conduits for Future Use: Seal the ends of spare and empty conduits at building entrances and manholes. Seal with plastic plugs or a contrasting color cement/sand mixture.

### **3.03 CONDUIT SCHEDULE - TYPES AND USE**

- A. Rigid Ferrous Metal Conduit: Install rigid ferrous metal conduit in all locations unless otherwise indicated in the Contract Documents.
- B. Rigid Nonmetallic Conduit: Install rigid nonmetallic conduit in all locations except:
  - 1. Where conduit stubs up or rises through slab or finished grade.
  - 2. Where the Contract Documents indicate the use of other types of conduits.

### **3.04 FIELD QUALITY CONTROL**

- A. UL Listing: Provide UL listings for underground conduit systems.

END OF SECTION 26 00 45

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**SECTION 26 00 50**  
**COMMERCIAL UTILITY SERVICE – NATIONAL GRID**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This Section provides commercial utility service requirements for remote communications sites served by National Grid.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation of the commercial utility services as indicated in the Contract Documents.
- B. At communications sites where new electrical service is needed, the SELECTED EC shall generate the electronic service request (ESR) / electronic service order (ESO) with National Grid. The SELECTED EC shall also coordinate the design, installation, and testing of the commercial utility service with National Grid and the County's CM.
- C. The SELECTED EC shall assist the County in coordinating with National Grid to arrange for permanent commercial utility service to the remote communications sites.

**1.04 COMMERCIAL UTILITY SERVICE SYSTEM DESCRIPTION**

- A. System voltage: 120/240 volts, 1 phase, 3 wire, 60 Hertz.

**1.05 QUALITY ASSURANCE**

- A. The SELECTED EC shall install and test the commercial utility services in accordance with National Grid's policies, procedures, rules, and regulations.
- B. The SELECTED EC shall install and test the commercial utility services in accordance with all applicable federal, state, and local laws; statutes; codes; regulations; and standards.

**1.06 EXISTING CONDITIONS**

- A. The SELECTED EC shall field verify all existing conditions and report any discrepancies to the County and CM immediately.

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## **PART 2 – PRODUCTS**

### **2.01 COMMERCIAL UTILITY SERVICE CONDUITS**

- A. The SELECTED EC shall provide and install or verify that underground conduits supplied and installed by others comply with Sections 26 00 15 – Electrical Raceways, Conduits, and Pipes and 26 00 45 – Underground Conduit Systems.
- B. Secondary Lines:
  - 1. Underground: Schedule 80, extra heavy wall rigid non-metallic conduit.
  - 2. Exposed: Rigid steel galvanized conduit.

### **2.02 COMMERCIAL UTILITY SERVICE CONDUCTORS**

- A. Primary Lines: Provided by National Grid.
- B. Secondary Lines: The SELECTED EC shall provide secondary lines that comply with Section 26 00 20 – Electrical Wires and Cables.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION OVERVIEW**

- A. Initiate the ESR/ESO with National Grid.
- B. Prior to commencing field work on the commercial utility service, the SELECTED EC shall contact National Grid and the governing municipal authorities to obtain their latest standards and requirements.
  - 1. Obtain service regulations and requirements and any other detailed information pertaining to the electrical service for the remote communications sites.
  - 2. Obtain and comply with the latest edition of National Grid's System Bulletin.
- C. Provide, install, bond, and test the new commercial utility service circuit between National Grid's demarcation point and the County's new prefabricated equipment shelters.
- D. Provide, install, bond, and test the commercial utility service metering device (if not provided by National Grid).
- E. Assist the County in coordinating with National Grid to arrange for permanent commercial utility service to the remote communications sites.

### **3.02 DIVISION 26 WORK**

- A. Refer to the electrical design drawings for division of work. All work shall be under Division 26 unless specifically indicated otherwise. Work includes furnishing, installing, bonding, and testing unless indicated otherwise.

- B. The SELECTED EC shall provide and install primary riser conduit from 10-feet up National Grid's utility pole to the electrical service transformer and grounding equipment.
- C. The SELECTED EC shall provide secondary service conductors, including terminations, at each end of the utility service runs.
- D. The SELECTED EC shall install a National Grid-approved metering device (if not provided by National Grid), the associated components, and conduits to metering cabinet(s).

### **3.03 NATIONAL GRID'S RESPONSIBILITIES**

- A. All pole line work and primary feeder conductors and terminations.
- B. Pole-mount service transformer.
- C. Utility revenue metering instruments, meters, and related wiring.

END OF SECTION 26 00 50

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**SECTION 26 00 55**  
**COMMERCIAL UTILITY SERVICE – NYSEG**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This Section provides commercial utility service requirements for remote communications sites served by NYSEG.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation of the commercial utility services as indicated in the Contract Documents.
- B. At communications sites where new electrical service is needed, the SELECTED EC shall generate the ESR/ESO with NYSEG. The SELECTED EC shall also coordinate the design, installation, and testing of the commercial utility service with NYSEG and the County's CM.
- C. The SELECTED EC shall assist the County in coordinating with NYSEG to arrange for permanent commercial utility service to the remote communications sites.

**1.04 COMMERCIAL UTILITY SERVICE SYSTEM DESCRIPTION**

- A. System voltage: 120/240 volts, 1 phase, 4 wire, 60 Hertz.

**1.05 QUALITY ASSURANCE**

- A. The SELECTED EC shall install and test the commercial utility services in accordance with NYSEG's policies, procedures, rules, and regulations.
- B. The SELECTED EC shall install and test the commercial utility services in accordance with all applicable federal, state, and local laws; statutes; codes; regulations; and standards.

**1.06 EXISTING CONDITIONS**

- A. The SELECTED EC shall field verify all existing conditions and report any discrepancies to the County and CM immediately.

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## **PART 2 – PRODUCTS**

### **2.01 COMMERCIAL UTILITY SERVICE CONDUITS**

- A. The SELECTED EC shall provide and install or verify that underground conduits supplied and installed by others comply with Sections 26 00 15 – Electrical Raceways, Conduits, and Pipes and 26 00 45 – Underground Conduit Systems.
- B. Secondary Lines:
  - 1. Underground: Schedule 80, extra heavy wall rigid non-metallic conduit.
  - 2. Exposed: Rigid steel galvanized conduit.

### **2.02 COMMERCIAL UTILITY SERVICE CONDUCTORS**

- A. Primary Lines: Provided by NYSEG.
- B. Secondary Lines: The SELECTED EC shall provide secondary lines that comply with Section 26 00 20 – Electrical Wires and Cables.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION OVERVIEW**

- A. Initiate the ESR/ESO with NYSEG.
- B. Prior to commencing field work on the commercial utility service, the SELECTED EC shall contact NYSEG and the governing municipal authorities to obtain their latest standards and requirements.
  - 1. Obtain service regulations and requirements and any other detailed information pertaining to the electrical service for the remote communications sites.
  - 2. Obtain and comply with the latest edition of NYSEG's System Bulletin.
- C. Provide, install, bond, and test the new commercial utility service circuit between NYSEG's demarcation point and the County's new prefabricated equipment shelters.
- D. Provide, install, bond, and test the commercial utility service metering device (if not provided by NYSEG).
- E. Assist the County in coordinating with NYSEG to arrange for permanent commercial utility service to the remote communications sites.

### **3.02 DIVISION 26 WORK**

- A. Refer to the electrical design drawings for division of work. All work shall be under Division 26 unless specifically indicated otherwise. Work includes furnishing, installing, bonding, and testing unless indicated otherwise.

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- B. The SELECTED EC shall provide, install, bond, and test the following:
1. The primary and secondary (low voltage) cables.
  2. Any conduits exposed above-ground.
- C. The SELECTED EC shall install the underground primary cable to the base of NYSEG's designated pole, complete the riser 12-feet up the pole, and coil a sufficient length of cable at this point to reach the primary cable terminations on the pole.
1. Contact NYSEG for the specific length of cable required on pole.
  2. Specifications for primary voltage underground cable must be submitted to and accepted by NYSEG prior to ordering.
  3. The SELECTED EC may be required to supply NYSEG with a primary cable sample to assist in reviewing the acceptance of the cable and sizing transformer cable terminations.
  4. NYSEG will complete the riser installation at no charge to the County provided that the primary cable has been reviewed and accepted by NYSEG prior to ordering.
  5. **NOTE** – A minimum 10-foot clearance shall be maintained at all times from NYSEG's energized conductors to persons, tools, and material (including the cables being installed).
- D. The SELECTED EC shall seal the ends of all installed cables to protect them from dirt and moisture contamination.
- E. The SELECTED EC shall install a NYSEG-approved metering device (if not provided by NYSEG), the associated components, and conduits to metering cabinet(s).

### 3.03 NYSEG'S RESPONSIBILITIES

- A. All pole line work and primary feeder conductors and terminations.
- B. Pole-mount service transformer.
- C. Utility revenue metering instruments, meters, and related wiring.

END OF SECTION 26 00 55

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**SECTION 26 00 60**  
**ELECTRICAL SURGE PROTECTION DEVICES (SPDS)**

**PART 1 – GENERAL**

**NOTES:**

- A. As stated in Section 01 10 00 – Project Summary, another party will provide and install the surge protection devices (SPDs) for the land mobile radio (LMR) and Low Band paging equipment at the remote communications sites, except for Blue Mountain where another party is providing the SPD, but the SELECTED EC shall install, bond, and test the device on the master distributing panel.
- B. The SELECTED EC shall provide, install, bond, and test all other SPDs, also referred to as TVSS, indicated in the Contract Documents and required to provide complete, compliant, and working electrical systems.

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.
- B. SECTION 26 80 00 – APEX Imax Surge Protection Device (SPD) Product Sheet.

**1.02 SUMMARY**

- A. This section describes the requirements for surge protection devices (SPDs), also known as transient voltage surge suppression (TVSS) devices, for the protection of AC electrical circuits.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide (where applicable) all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation and verification of SPDs, as indicated in the Contract Documents.

**1.04 QUALITY ASSURANCE**

- A. Standards: The SELECTED EC shall provide and install SPDs in accordance with the most recent revisions of the following standards:
  - 1. ANSI/IEEE C62.41.1-2002, C62.41.2-2002, and C62.45-2002
  - 2. Motorola's R56 – *Standards and Guidelines for Communication Sites*
  - 3. NEC Article 285
  - 4. NEMA LS-1 (rescinded)
  - 5. UL – UL1449 (3<sup>rd</sup> Edition) and all applicable most recent UL standards

NOTE – The latest revision of UL 1449 includes extensive independent performance testing requirements. The SELECTED EC shall fully comply with the performance



testing requirements defined therein.

- C. UL Compliance and Labeling:
  - 1. The SELECTED EC shall provide UL-listed and labeled SPDs.
  - 2. **NOTE** – SPDs containing labels “Manufactured in accordance with...” ARE NOT UL COMPLIANT. The County WILL NOT accept SPDs of this type. UL labels UL-listed SPDs with their unique hologram label, “SPD.”
  - 3. The SELECTED EC shall provide evidence to the County and CM that the proposed SPDs are UL-compliant by visiting the UL Website ([www.ul.com](http://www.ul.com)), searching the Online Certifications Directory using the UL Category Code “VZCA,” and delivering a printout of the proposed manufacturer(s) and models(s).

## 1.05 RECORD DOCUMENT SUBMITTALS

- A. The SELECTED EC shall provide the SPD related documentation submittals listed below in accordance with the requirements called out in Section 01 30 10 – Record Documents and Submittal Requirements.
- B. UL 1449 Compliance:
  - 1. Short circuit current rating (SCCR)
  - 2. Voltage protection ratings (VPRs) for all modes
  - 3. Maximum continuous operating voltage rating (MCOV)
  - 4. I-nominal rating (I-n)
  - 5. Type-1 device listings
- C. Shop Drawings and Wiring Diagrams: Submittals shall include shop drawings and wiring diagrams. The shop drawings shall contain wiring diagrams identifying all protection modes and field connections.
- D. Product Data and Equipment Lists: Submittals shall include a master SPD equipment list organized by remote communications site.
- E. The submittals shall include the SPD installation and operation manuals for each respective SPD manufacturer.
- F. Upon request by the County or CM, the SELECTED EC shall provide an un-encapsulated, complete SPD for visual inspection along with manufacturer cut sheets.

## PART 2 – PRODUCTS

- A. The SELECTED EC shall provide SPDs and the associated components from the following manufacturers (or equivalent):
  - 1. Advanced Protection Technologies (APT), Inc.
  - 2. Transtector Systems, Inc. APEX Imax
  - 3. MERSEN, Inc.
  - 4. Siemens, Inc.

- B. SPDs shall be UL labeled with a 200 kA SCCR. Fuse ratings shall not be considered along with SPD withstand thresholds per NEC 285.6.
- C. SPDs shall be UL labeled as Type-1 in accordance with Part 1.03B and shall not require external or supplemental overcurrent devices.
- D. Every suppression component of every mode, including neutral-to-ground (N-G) bonding, shall be protected by internal overcurrent, and thermal over-temperature controls. SPDs requiring external or supplementary installed safety disconnections ARE NOT ACCEPTABLE.
- E. SPDs shall be UL labeled with 20kA  $I_{\text{nominal}}$  ( $I_n$ ) in accordance with Part 1.04B for compliance to UL 96A Lightning Protection Master Label and NFPA 780.
- F. Suppression components shall be heavy-duty "large block" 50kA surge-rated MOVs, each exceeding 30 millimeters in diameter.
- G. The minimum SPD surge current capability (single pulse rated) per phase shall be:
1. Service entrance or transfer switch: 100kA or 200kA
  2. Distribution panelboard and motor control center: 100kA
  3. Branch panelboards: 100kA
  4. Specific equipment: 50kA
- H. SPDs shall provide surge current paths for all modes of protection:
1. L-N, L-G, L-L and N-G for wye systems.
  2. L-N, L-G, and L-L for wye systems when N-G bonding is specified at SPD application points.
  3. L-L, L-G in delta and impedance grounded wye systems.
- I. Per UL 1449, listed VPRs for service entrances shall not exceed the following thresholds:
- | <u>System Voltage</u> | <u>L-N</u> | <u>L-G</u> | <u>L-L</u> | <u>N-G</u> |
|-----------------------|------------|------------|------------|------------|
| 208Y/120              | 700V       | 700V       | 1000V      | 600V       |
- NOTE** – Mode VPRs must be verifiable per Part 1.04B. Numerically lower voltages are allowed/preferred. The SELECTED EC shall not consider old-style suppressed voltage ratings (SVRs).
- J. Per UL 1449, the listed MCOVs shall be in accordance with the following fluctuation thresholds:
- | <u>System Voltage</u> | <u>Allowable System Voltage Fluctuation (%)</u> | <u>MCOV</u> |
|-----------------------|---|-------------|
| 208Y/120              | 25%   | 150V        |
- K. Service entrance SPDs shall have EMI/RFI filtering up to -50dB from 10Khz to 100MHz.
- L. Service entrance SPDs shall include visual LED diagnostics including a minimum of one LED indicator per phase and one red service LED.

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## **PART 3 – EXECUTION**

### **3.01 INTERNALLY MOUNTED SPDs**

- A. The SELECTED EC shall provide circuit breakers or disconnects to de-energize the SPDs and their enclosures without shutting down the switchboard or circuit breaker panelboard, thereby preventing arc flash hazard exposure during the replacement or maintenance of the protected panels.
- B. The SELECTED EC shall ground SPDs by twisting the positive and neutral wire connections, thereby minimizing impedance when the length of the ground wires are in excess of 4-feet.
- C. The SELECTED EC shall install SPDs on the load side of the main service disconnect panel.

### **3.02 EXTERNALLY MOUNTED SPDs**

- A. At service entrances or transfer switches, the SELECTED EC shall provide a UL-approved disconnect switches to allow replacement and/or maintenance of the SPDs when not connected to at least a 40A circuit breaker.
- B. At electrical distribution points, motor control centers (MCCs), and branch circuits, the SELECTED EC shall provide an independent circuit breaker to enable the replacement or maintenance of the protected panels without having to de-energize them.
- C. The SELECTED EC shall install the SPDs according to manufacturer instructions with lead lengths as short (less than 24-inches) and straight as possible. The SELECTED EC shall gently twist the conductors together.
- D. Following the approval of the County and CM, the SELECTED EC may rearrange circuit breaker locations to ensure the shortest and straightest possible leads to the SPDs.
- E. SPDs shall be installed on the load side of the main service disconnect.

### **3.03 FIELD QUALITY CONTROL**

- A. Before energizing, the SELECTED EC shall verify the SPDs functionality along with the N-G bonding jumpers (separately derived) per NEC regulations.
- B. Prior to energizing, the SELECTED EC shall test all cables and wires for continuity of circuitry and for short circuits. The SELECTED EC shall correct malfunctions when detected at their own expense.
- C. Subsequent to wire and cable hook-ups, the SELECTED EC shall energize circuitry and demonstrate functionality in accordance with the requirements set forth in the Contract Documents and all manufacturer specifications.

END OF SECTION 26 00 60

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**SECTION 26 00 65**  
**EXTERNAL AND INTERNAL GROUNDING (EARTHING)**

**PART 1 – GENERAL**

**NOTES:**

- A. External Grounding (earthing):  
Except where otherwise noted, the GC will install the external (outside plant (OSP)) electrical grounding (earthing) systems and bond exterior equipment to the grounding (earthing) systems. The **SELECTED EC** is responsible for external grounding (earthing) and bonding to the extent noted on the electrical design drawings and contained within the specifications.
- B. Internal Grounding (earthing):
  - 1. The radio communications equipment vendors will bond their equipment, equipment racks and chassis, and associated components to the equipment building or shelter grounding (earthing) systems.
  - 2. The **SELECTED EC** is responsible for all grounding (earthing) related to the materials, equipment (i.e., products), and components supplied as part of the Contract Documents.
- C. Raceways (i.e., cable trays):
  - 1. The GC will provide, install, and bond raceways (i.e., cable trays) for the radio communications equipment.
  - 2. The **SELECTED EC** shall be responsible for providing, installing, and bonding cable trays, raceways, pipes, and other required conduits for the **electrical systems only**.
- D. ECs should be aware that equipment manufacturer grounding (earthing) requirements and Motorola's R56 Standards and Guidelines might exceed local, state, and federal requirements. **ECs shall reflect all additional materials, equipment (i.e., products), and costs necessary to comply with these requirements in their proposals.**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.
- B. Motorola's R56 – *Standards and Guidelines for Communication Sites* (latest revision)

**1.02 SUMMARY**

- A. This section describes the requirements for external and internal grounding (earthing) for the remote communications sites.

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### 1.03 DESCRIPTION OF WORK

- A. The SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation and verification of external and internal grounding (earthing) systems in accordance with the following:
1. Motorola's R56 – *Standards and Guidelines for Communication Sites* (latest revision);
  2. Contract Documents; and
  3. Equipment manufacturer specifications.

### 1.04 QUALITY ASSURANCE

- A. The SELECTED EC shall provide, install, and validate the external and internal grounding (earthing) systems in strict accordance with Motorola's R56 – *Standards and Guidelines for Communication Sites* (latest revision), IEEE, NEC, and UL standards, and all other applicable laws, statutes, codes, and regulations.

## PART 2 – PRODUCTS

### 2.01 GROUNDING (EARTHING) SYSTEM MATERIALS AND COMPONENTS

- A. General:
1. As stated in Part 1, the SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation and verification of external and internal grounding (earthing) systems, including ancillary components such as cables/wires, connectors, terminals (solderless lugs), and additional accessories required for complete installations.
  2. Where multiple types of materials and/or components meet requirements, the SELECTED EC reserves the right to make the selection.
  3. If the Contract Documents do not specify specific materials and/or components, the SELECTED EC shall provide those that comply with project requirements.
  4. **NOTE** – See Section 01 60 00 – Product Requirements.
- B. Specific:
1. All metallic conduits 1-1/4 inches or larger shall have grounding (earthing) bushings.
  2. All Type SO cord, or equivalent, shall have a separate grounding (earthing) wire (green) of equal size to circuit conductor.
  3. The SELECTED EC shall remove paint, grease, and/or other contaminants from all surfaces before bonding ground (earth) conductors.
  4. Conductive chemical enhancements shall be dry chemical, permanent, U.S. Environmental Protection Agency (EPA) approved and manufactured by ERICO International Corporation (GEM25A), or equivalent.

5. The SELECTED EC shall provide exothermic welded connections in kit form selected for the specific types, sizes, and combinations of conductors and other items to be connected.
6. The SELECTED EC shall install split coupling bolted pressure type pipe ground (earth) connectors for cable-to-ground (earth) connections. Ground (earth) connectors shall be fastened to pipes with high-strength, corrosion-resistant U-bolts. Connections shall be made using Emerson Electric Company's O-Z/Gedney Type ABG (pipes 1/4 inches to 1-1/2 inches), Type CG (pipes 2 inches to 8-inches), or equivalent.
7. Ground (earth) connectors to structural steel building frames shall be corrosion-resistant, high-strength copper alloy, double bolted, and split plate for #8 through #800 copper cable to steel column web. The SELECTED EC shall coordinate the location of drilled holes with the CM and GC. Connections shall be made using Emerson Electric Company's O-Z/Gedney Type MG (or equivalent).
8. Ground Bar Assemblies: 1/4" x 3" x 20" electrolytic copper ground bar mounted on fiberglass insulators rated at 2700 volts shall be mounted on painted steel brackets. Copper surfaces shall be smooth and without marks deeper than 0.010 inches. There shall be 18, 9/16-inch diameter holes 2-inches apart in two horizontal rows 1-3/4 inches apart. Ground bars shall be manufactured by ERICO International Corporation (B543A010), or equivalent.
9. Signal Reference Grids (SRGs): SRGs shall be 2-inches wide by 26 AWG gage (0.0159 inches thick) copper strips on 2-foot centers. All crossovers shall be joined by factory metal inert gas (MIG) welding. The SRGs shall be furnished in rolls from 4 feet to 16 feet wide. The sections shall be rolled on tubes with the outside of the roll protected for shipment. Sections shall be field joined using exothermic welding. The SELECTED EC shall provide standard support clips and connectors from the SRG manufacturer. SRGs shall be manufactured by ERICO International Corporation, or equivalent.
10. All threaded conduits entering metal enclosures shall have double locknuts or, if enclosure does not have provision for connecting by locknuts, provide a ground bushing with wire jumper and solderless lug to bond enclosure. All conduits leaving the main switchboard enclosure shall be grounded (earthed) to the ground bus by means of a grounding bushing, wire jumper and solderless lug.
11. Grounding Electrodes: The SELECTED EC shall provide and install grounding (earthing) electrodes in accordance with Motorola's R56 Standards and Guidelines.

## **PART 3 – EXECUTION**

### **3.01 A.C. NEUTRAL GROUND (EARTH) SYSTEM**

- A. Bond together system neutrals, service equipment enclosures, exposed non-current carrying metal parts of electrical equipment, metal raceway systems, grounding

(earthing) conductors in raceways and cables, receptacle ground connectors, plumbing systems, etc. to the to the master ground bus bar (MGB).

### **3.02 EQUIPMENT GROUNDING (EARTHING) SYSTEM**

- A. Equipment Grounding (Earthing): The SELECTED EC shall ground (earth) equipment according to manufacturer requirements and in accordance with Motorola's R56 – *Standards and Guidelines for Communication Sites* (latest revision), which may exceed local, state, and federal requirements.
- B. Equipment grounding (earthing) shall be in accordance with, but is not limited to, the following sections of Motorola's R56 Standards and Guidelines (2005 Revision):
  - 1. Common single point grounding (earthing) shall meet or exceed Motorola's R56 Section 5.2.
  - 2. Grounding (earthing) system components shall meet or exceed Motorola's R56 Section 5.3.
  - 3. Connection methods for internal grounding (earthing) system shall meet or exceed Motorola's R56 Section 5.4.
  - 4. Bonding equipment to internal grounding (earthing) shall meet or exceed Motorola's R56 Section 5.5.
  - 5. Grounding (earthing) for standalone equipment shelters shall meet or exceed Motorola's R56 Section 5.6.
  - 6. Grounding (earthing) for small, large and multi-story buildings shall meet or exceed Motorola's R56 Section 5.7.
  - 7. Grounding (earthing) for dispatch centers and network operator positions shall meet or exceed Motorola's R56 Section 5.8.
  - 8. Grounding (earthing) for integrated communications sites shall meet or exceed Motorola's R56 Section 5.9.
- C. All metallic conduits 1-1/4" or larger shall have grounding bushings.
- D. All distribution and branch circuit panels shall have a separate ground bar, "ILSCO," or acceptable equal.
- E. Install a green equipment ground (earth) conductor (size per the NEC or as shown on electrical design drawings) in conduit with each phase to phase or phase to neutral circuit. Connect conductor to ground bus in panel and to each device supplied by the circuit in accordance with NEC requirements. Multi-circuit branch circuits in same conduit require only one equipment ground.
- F. Equipment ground (earth) conductor shall be copper with Type THHN insulation, green only, up to and including #4; larger sizes may be bare conductor, or black and identified with green tape.
- G. Motors shall be grounded (earthed) by connecting a bare conductor from the motor frame to the grounding terminal on the connector for rigid to flexible conduit. Ground connector for motor equipment shall be at least 50% of the total copper per phase of the largest feeder to the equipment and grounded. Minimum size ground (earth) conductor shall be # 12 wire.

- H. All Type SO cord, or equivalent, shall have a separate ground wire (green) of equal size to circuit conductor.
- I. Paint, grease or other contaminates shall be cleaned from all surfaces before bonding ground (earth) conductor. (Painted surfaces shall be sanded clean.)
- J. Ground (earth) each separately-derived system neutral to nearest effectively grounded metallic water pipe or the nearest effectively grounded building structural steel member.
- K. Provide a #6 AWG copper conductor at each column base for the grounding (earthing) of future raised floor pedestals. Grounding (earthing) conductors are to be attached to columns in the manner described in this Specification Section. Provide minimum 6'-0" conductor length left out of column enclosure for future attachment.
- L. If applicable, provide a MGB mounted to the wall in each communications building/shelter. Provide a #6 AWG copper conductor from the MGB to the nearest building structural steel member.
- M. All metal roofs, veneers, and sidings on buildings shall be made electrically continuous and shall be grounded (earthed) in at least two locations on the opposite sides of the building in conformance with Article 250 of the latest edition of the NEC.

### **3.03 GROUNDING (EARTHING) ELECTRODES**

- A. The SELECTED EC shall provide and install the grounding (earthing) electrodes in accordance with Motorola's R56 – *Standards and Guidelines for Communication Sites* (latest revision) and the Contract Documents.
- B. All connections to all underground connections shall be done by exothermic welding process, Cadweld®, or equivalent.

### **3.04 FIELD QUALITY CONTROL**

- A. The SELECTED EC shall perform all grounding (earthing) testing and inspections per Motorola's R56 – *Standards and Guidelines for Communication Sites* (latest revision) using UL-listed testing equipment.
- B. The SELECTED EC shall perform Fall-of-Potential tests on all of the grounding electrode systems per Motorola's R56 – *Standards and Guidelines for Communication Sites* (latest revision). The test equipment used to perform this test shall be designed specifically for Fall-of-Potential testing.
- C. The SELECTED EC shall test the grounding electrode systems including the column ground conductors to show satisfactory grounding.



- D. Where tests show resistance to ground is over 5 ohms, drive additional ground rods (up to a total of 6) to reduce resistance to 5 ohms. If resistance to ground is still over 5 ohms, chemically treat the soil encircling the ground rods then retest to demonstrate compliance.
- E. Final grounding (earthing) testing performed by the SELECTED EC shall be performed in the presence of the County, CM, and/or other designated representative.

END OF SECTION 26 00 65

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**SECTION 26 00 70**  
**CIRCUIT BREAKER PANELBOARDS**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This section describes the requirements for circuit breaker panelboards.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation and verification of circuit breaker panelboards contained within the Contract Documents.

**1.04 QUALITY ASSURANCE**

- A. All circuit breaker panelboards and branch breakers shall be UL listed.
- B. Circuit breaker panelboards shall meet the NEC wire bending space requirements.

**PART 2 – PRODUCTS**

**2.01 MATERIALS**

- A. Unless described otherwise, the SELECTED EC shall provide flush (surface where indicated) mounted circuit breaker panelboards.
- B. Panelboard fronts shall have a door in trim with concealed hinges and a flush type tumbler lock.
- C. All circuit breaker panelboards shall be keyed alike. Doors in excess of 48-inches high shall be equipped with a three-point catch and vault handle with integral tumbler lock.
- D. Circuit breaker panels shall be dead-front, safety type, and be multi-sectioned as necessary to comply with the NEC.
- E. Multi-section panels shall have a single cover with a separate door for each section.
- F. Panels shall be equipped as shown on the circuit breaker panelboard schedules with the following:

- 
1. Main Switch: Where called for or required by NEC, the capacity shall be the same as busbars, except as noted. (M.L. = main lugs only; M.A. = main same amps as busbars; figure = ampacity of main device).
  2. Main Busbars: The SELECTED EC shall provide the main busbars per the Contract Documents with suitable lugs for conductors feeding them. On multi-section panels, the SELECTED EC shall size the main busbars as indicated on the electrical design drawings and as follows:
    - a. All Panels – Main, distribution, sub-distribution, light, and power shall have full-capacity copper busbars throughout, of the size called for in the circuit breaker panelboard schedules.
    - b. Provide sub-feed lugs on panels as indicated on the circuit breaker panelboard schedules.
    - c. Feedthrough busbars are prohibited.
  3. Ground: Solid copper bar with lug for each branch circuit, main, and bond to panel frame.
  4. Neutral: Solid copper bar with lug for each branch circuit.
  5. Branch Circuits: Circuit breakers shall be the thermal magnetic type (with thermal element in each pole) with the frame size, ampere rating, and number of poles indicated on the electrical design drawings and BOMs. Multiple-pole breakers shall operate on a common-trip principle. Breakers shall be rated minimum 22,000 ampere I.C. (unless otherwise noted) and comply with any special ground fault requirements specified or depicted in the Contract Documents. Circuit breaker panelboards shall be bolt-on molded case, thermal-magnetic trip, with UL listed root mean square (RMS) symmetrical interruption ratings as per the Contract Documents. All circuit breaker panelboards feeding HVAC units shall be HVAC rated
- G. Acceptable Manufacturers: The SELECTED EC shall provide circuit breaker panelboards and the associated components manufactured by General Electric (GE), Siemens, Square D, or equivalent. The materials and equipment provided by the SELECTED EC shall comply with the following requirements:
1. Cabinets – Code gauge steel with all surfaces prime coated and painted with two coats of standard gray paint for surface mounted panels.
  2. Panel Ratings – Provide NEMA 3R-rated panels in all exterior locations and NEMA 4X-rated panels in all wet locations.
  3. Locks – Doors shall contain paracentric locks with spring catches. The SELECTED EC shall provide two keys per lock and key all locks alike.
  4. Directory Cards – Provide circuit breaker panelboard directory cards and cardholders on the insides of each door.

- 5. Branch circuits – Number branch circuit breaker panelboards in accordance with the electrical design drawings.
  - 6. Like Parts – All parts of equipment must be by same manufacturer and all panels, including the main distribution panel, shall be by the same manufacturer.
- H. Reference the electrical design drawings for required circuit breaker panelboards and sizing information.

## **2.02 WARNING SIGNS**

- A. The SELECTED EC shall provide a painted embossed aluminum "WARNING - Arc Flash and Shock Hazard - Appropriate PPE Required" signs that comply with ANSI Z535.4-1998 on the inside face of the panel cover above the panel directory. These signs shall also include the specific parameters of the hazard and the PPE level for the working personnel.

## **PART 3 – EXECUTION**

### **3.01 INSTALLATION**

- A. General: The SELECTED EC shall install circuit breaker panelboards, enclosures, and the associated components in accordance with the:
- 1. Contract Documents
  - 2. Manufacturer specifications
  - 3. NEC regulations
  - 4. NECA's National Electrical Installation Standards®
  - 5. All other applicable federal, state, and local laws; statutes; codes; and regulations
  - 6. Industry best practices
- B. The SELECTED EC shall anchor enclosures firmly to walls and structural surfaces, ensuring that they are permanently and mechanically secure.
- C. The SELECTED EC shall install circuit breaker panelboards straight and true with center interior in trim openings. The SELECTED EC shall properly support, secure, and adjust circuit breaker panelboards and trims. Unless otherwise indicated, the SELECTED EC shall install circuit breaker panelboards with the top circuit breaker handle 6 feet, 6 inches above finished floors.
- D. The SELECTED EC shall coordinate the installation of circuit breaker panelboards and enclosures with cable and raceway installation work and provide electrical connections within enclosures.
- E. The SELECTED EC shall complete circuit breaker panelboard directory cards upon completion of the installation work. See Section 26 00 05 – Electrical Identification.
- F. The SELECTED EC shall install circuit breaker panelboards in a manner that will

maintain safe working clearances (reference NEC 110.26).

### **3.02 INSTALLATION OF BASIC IDENTIFICATION**

- A. The SELECTED EC shall label circuit breaker panelboards on their front covers with their names and available voltages.
- B. Identification shall be in the form of laminated plastic nameplates, black face with the letters engraved into the white background (red face for emergency panels). Letters shall be a minimum of 1/2-inch high letters.
- C. The SELECTED EC shall drill plates on each end for sheet metal screw attachment. No DYMO® or similar tape type labels will be allowed. See Section 26 00 05 – Electrical Identification.

### **3.06 FIELD QUALITY CONTROL**

- A. Verify circuit breakers are fully-seated.
- B. Verify wire bending radius meets NEC minimum requirements.

END OF SECTION 26 00 70

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**SECTION 26 00 75**  
**ELECTRICAL FUSES**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This section describes the requirements for electrical fuses.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall furnish all labor, materials, equipment (i.e., products), and services necessary for, and incidental to, the installation of the electrical fuses as contained within the Contract Documents.

**1.04 QUALITY ASSURANCE**

- A. All fuses shall be UL listed.
- B. ANSI Compliance: Comply with applicable requirements of ANSI C97.1 pertaining to low-voltage cartridge fuses.
- C. NEC Compliance: Comply with NEC requirements as applicable to construction and installation of over-current protective devices.

**PART 2 - PRODUCTS**

**2.01 MATERIALS**

- A. All control circuits, 600 volts or less, except where otherwise shown on the electrical design drawings, shall be protected by Time-delay/Class CC current limiting fuses to interrupt fault currents of up to 200,000 amperes symmetrical. Fuses shall Amp-Trap type ATQR or equal or as scheduled on the electrical design drawings.
- B. Single pole in-line fuse holder to accommodate midget Class CC fuses as manufactured by Mersen type FEC Single Pole Class CC with terminal or equal.

**PART 3- EXECUTION**

**3.01 INSTALLATION**

- A. General: The SELECTED EC shall install fuse and associated connections in compliance with:
  - 1. Manufacturer specifications
  - 2. All applicable federal, state, and local laws; statutes; codes; regulations; and standards
  - 3. NECA's National Electrical Installation Standards®

### **3.02 FIELD QUALITY CONTROL**

- A. Prior to installation, the SELECTED EC shall test fuses for operation.
- B. Upon completion of the project, the EC shall furnish the following spare fuses.
  - 1. 10% of each type and ampere rating used on the project.
  - 2. 10% of each type of fuse holder used on the project.

END OF SECTION 26 00 75

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**SECTION 26 00 80  
ELECTRICAL SUBMETERING**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This section describes the requirements for electrical submetering devices.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation and verification of electrical submetering devices as indicated within the Contract Documents.

**1.04 SUBMITTALS**

- A. The SELECTED EC shall provide shop drawings, wiring diagrams, equipment lists, along with operation and maintenance manuals for the electrical submetering devices in accordance with Section 01 30 10 – Record Documents and Submittal Requirements.

**1.05 QUALITY ASSURANCE**

- A. The SELECTED EC shall provide, install, bond, and test electrical submetering devices manufactured by E-Mon D-Mon®.
- B. Manufacturer Specifications and Instructions: The SELECTED EC shall comply with all electrical submetering device manufacturer specifications and instructions.
- C. Regulatory Compliance: The SELECTED EC shall provide and electrical submetering devices in accordance with all applicable federal, state, and local laws; statutes; codes; regulations; and standards.

**PART 2 – PRODUCTS**

**2.01 ELECTRICAL SUBMETERS**

- A. The SELECTED EC shall provide, install, bond, and test Class 3200 Smart Meter submetering devices manufactured by E-Mon-D-Mon® as indicated in the Contract Documents for Angier Hill, Grandpas Knob, and Terry Mountain.



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- B. Electrical submeters shall be fully electronic with 4-line x 20-character backlit liquid crystal display (LCD) showing kWh, kW demand (with peak date and time), power factor per phase, real-time load in kW, amps per phase, and volts per phase.
  - C. Electrical submeters shall use 0-2 volt output split-core current sensors to allow paralleling and/or mounting up to 500 feet from the main meter(s). Sensors shall be of split-core configuration to allow installation without powering down. Sensors shall be available from 100 amps to 3200 amps. Sensors shall be optionally available in solid-core configuration (100 & 200 amps).
  - D. Electrical submeters shall be field-programmable for meter date/time, IP address, and ID code for communication option and optional load control settings.
  - E. Electrical submeters shall provide installation diagnostics on the display.
  - F. Electrical submeters shall be enclosed in a NEMA 4X polycarbonate enclosure (standard) with padlocking hasp and mounting flanges for indoor/outdoor installations (standalone) with one 1 1/16" KO on bottom of enclosure. As an OPTION, ECs shall include heavy duty JIC steel enclosures in their bid proposals.
  - G. Electrical submeters shall be UL Listed/cUL Listed to latest applicable standards for safety.
  - H. Electrical submeters shall meet or exceed ANSI C12.20 accuracy standards.
  - I. Electrical submeters shall provide non-volatile memory to maintain reading during power outages.
  - J. Electrical submeters shall store interval data for kW and kVAR for up to 72 days in first-in first-out format.
  - K. Electrical submeters shall provide optional 5th and 6th channels for logging inputs from third-party metering devices (e.g., gas, water, HVAC, etc.). Both channels shall provide interval data logging that can be read via E-Mon D-Mon® Energy Software and Modbus®.
  - L. Electrical submeters shall be capable of daisy-chain or star connection using RS-485 communications in combinations of Class 3200s, 3400s, 5000s, IDR-8s, and IDR-16s (not to exceed 52 devices). Cabling shall be available through terminal blocks (3-conductor), 18-22 AWG, up to 4,000 cable feet total.

- M. Electrical submeters shall be available with the communication protocols and option packages listed in the following table:

RS-485 Port	Ethernet Port	Specify
EZ7	EZ7 Ethernet	01
Modbus® RTU	EZ7 Ethernet	02
BACnet™ MS/TP	EZ7 Ethernet	03
EZ7	Modbus® TCP/IP	04
EZ7	BACnet™ IP	05
Modbus® RTU	Modbus® TCP/IP	06
LonWorks® FT-10	EZ7 Ethernet	07
LonWorks® FT-10	Modbus® TCP/IP	08
EZ7 w/Telephone Modem	EZ7 Ethernet	09
EZ7 w/Telephone Modem	Modbus® TCP/IP	10
EZ7 w/Telephone Modem	BACnet™ IP	11

### PART 3 – EXECUTION

#### 3.01 INSTALLATION

- A. The SELECTED EC shall provide a circuit breaker shall be provided at the electrical submetering location to allow safe access to metering components without power down the entire panel.
- B. The SELECTED EC shall install all electrical submetering devices per the manufacturer's specifications and instructions.

#### 3.02 ELECTRICAL SUBMETERING STARTUP AND TESTING

- A. The SELECTED EC shall test the electrical submeters per the manufacturer specifications and in accordance with the following process:
1. Record the cross reference of the electrical submeter serial number and meter point, to tenant relationship.
  2. Verify power to the electrical submeter.
  3. Record the serial number inside the electrical submeter.
  4. Open the panel so that all connection terminals are visible.
  5. Verify the connection terminal ration and document the cross-reference information for the electrical submeter.
  6. Submit records documenting the above items per Section 01 30 10 – Record Documents and Submittal Requirements.
- B. Electrical submetering testing scope shall include:
1. Verification of power line carrier communications between the electrical submeters and transponders.
  2. Confirmation that all electrical submeters are properly configured and communicating with the transponders.
  3. Verification that remote connection system connectivity is established and properly functioning.
  4. Confirmation that all transponders are configured and operating correctly.

5. Submission of records documenting the above items per 01 30 10 – Record Documents and Submittal Requirements.

C. See Section 01 70 00 – Execution and Closeout Requirements.

### **3.03 TRAINING, OPERATION, AND MAINTENANCE**

A. See Section 01 70 00 – Execution and Closeout Requirements.

END OF SECTION 26 00 80

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**SECTION 26 50 00  
RADIO COMMUNICATIONS TOWER  
OBSTRUCTION BEACON LIGHTING CONTROL SYSTEM**

**PART 1 – GENERAL**

**1.01 RELATED DOCUMENTS**

- A. Electrical design drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.
- B. Federal Aviation Administration (FAA) requirements (Advisory Circular 70/7460-1G “Obstruction Marking and Lighting”, Advisory Circular 150/5345-1P “Approved Airport Lighting Equipment”).

**1.02 SUMMARY**

- A. This section describes the requirements radio communications tower obstruction beacon lighting control system.

**1.03 DESCRIPTION OF WORK**

- A. The SELECTED EC shall provide all materials, equipment (i.e., products), and services necessary for, and incidental to, the installation and verification of the radio communications tower obstruction beacon lighting control system as indicated in the Contract Documents.

**1.04 LIGHTING CONTROL SYSTEM DESCRIPTION**

- A. The obstruction beacon lighting control system for the 760± foot high radio communications tower is designed to identify an obstruction to air navigation in accordance with FAA requirements.
  - 1. At the top of the radio communications tower is an FAA Type L-866 medium intensity (white) omnidirectional beacon with horizontal beam provides 360-degree beam coverage.
  - 2. The beacon operates 24-hours per day at a flash rate of 40-flashes per-minute.
  - 3. The photoelectric control and associated control equipment causes the beacon to increase its intensity to 20,000 candelas during the day and twilight and to decrease its intensity to 2,000 candelas during the night.

**1.05 SUBMITTALS**

- A. The SELECTED EC shall submit shop drawings, wiring diagrams, product data, and equipment lists per Section 01 30 10 – Record Documents and Submittal Requirements.

- B. Shop drawings shall include a schematic of the complete lighting control system (standard diagrams are not acceptable).
- C. Wiring diagrams shall be either included with the shop drawings as an overlay or provided as a separate submittal.
- D. Product Data shall include catalog sheets, specifications, and installation instructions.
- E. Provide training, operation, and maintenance manuals.
- F. Compliance Statement: The SELECTED EC shall prepare and provide a formal statement indicating compliance with FAA requirements.

## **PART 2 – PRODUCTS**

### **2.01 OBSTRUCTION BEACON LIGHTING CONTROL SYSTEM**

- A. The SELECTED EC shall provide a Unimar, Inc. OL-3721 Obstruction Lighting Controller (P/N CLC120E-3-4S-KQ-N4-LED) System (or equivalent) having:
  - 1. A 5-year warranty
  - 2. 120VAC, 50/60Hz configuration
  - 3. A solid state flasher with zero voltage switching for longer lamp life, encapsulated to protect against harsh conditions and vibration
  - 4. Solid state alarm modules, encapsulated to protect against harsh conditions and vibration
  - 5. Line voltage transient protection
  - 6. Circuit breaker for main power
  - 7. Failure detection for:
    - a. Beacon failure
    - b. Flasher failure (bypasses flasher to turn ON beacon steady)
    - c. Obstruction light failure
    - d. Power failure
  - 8. Local LED indicators for:
    - a. Beacon failure (quantity 3)
    - b. Flasher failure (quantity 3)
    - c. Obstruction light failure (quantity 4)
    - d. Power present
  - 9. Individual isolated alarm contacts for remote alarming:
    - a. Beacon failure (quantity 3)
    - b. Flasher failure (quantity 1)
    - c. Obstruction light failure (quantity 4)
    - d. Power failure (N/C output)
  - 10. Photo-control override switch mounted in enclosure

11. NEMA-4 Rated enclosure, wall mount with pad lock feature
  12. Accessories as required for a complete system
- B. The SELECTED EC shall provide a Unimar, Inc. PCR (photoelectric controller) assembly, part number 18001-001 (or equivalent). The PCR shall:
1. Be designed for tower and obstruction lighting applications
  2. Have a PRC photoelectric controller configured for ON at dusk, OFF at dawn operation of red tower and obstruction lighting in aviation service
  3. Have light actuation levels (factory calibrated) energized at 35 foot-candles (fc) and below, and de-energized above 60fc
  4. Have operating voltage of 120VAC  $\pm 20\%$ , 50/60Hz
  5. Have output rating of two SPST N.O. 30 amp contacts
  6. Have screw terminal terminations for up to #8 AWG wire

### **PART 3 – EXECUTION**

#### **3.01 INSTALLATION**

- A. The SELECTED EC shall install system in accordance with FAA requirements and the manufacturer's specifications.

#### **3.02 FIELD QUALITY CONTROL**

- A. Verify circuit breakers are fully-seated.
- B. Verify wire bending radius meets NEC minimum requirements.
- C. Take digital photographs for submission to the County and CM per 01 30 10 – Record Documents and Submittal Requirements.

#### **3.03 STARTUP AND TESTING**

- A. See Section 01 70 00 – Execution and Closeout Requirements.

#### **3.04 TRAINING, OPERATION, AND MAINTENANCE**

- A. See Section 01 70 00 – Execution and Closeout Requirements.

END OF SECTION 26 50 00

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**SECTION 26 60 00**  
**ELECTRICAL DESIGN DRAWINGS**

**PART 1 – GENERAL**

**NOTES:**

- A. The electrical design drawings may not specify or illustrate all of the required materials, equipment (i.e., products), and services required to provide complete and operable systems in compliance with all applicable federal, state, and local laws; statutes; codes; regulations; and standards and in relation to existing conditions.
- B. Where possible, ECs shall verify that field measurements are as indicated on the electrical design drawings in preparing their bid responses.

**1.01 RELATED DOCUMENTS**

- A. BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This section contains the Electrical Design Drawings.

**PART 2 – PRODUCTS**

Not used.

**PART 3 – EXECUTION**

Not used.

END OF SECTION 26 60 00

**SECTION 26 70 00  
ELECTRICAL DESIGN BILL OF MATERIALS (BOM)**

**PART 1 – GENERAL**

**NOTES:**

- A. **This BOM is provided only as a reference for ECs to baseline their bid estimates against.** The BOM may not specify all of the required materials, equipment (i.e., products), and services required to provide complete and operable systems in compliance with all applicable federal, state, and local laws; statutes; codes; regulations; and standards and in relation to existing conditions.

**1.01 RELATED DOCUMENTS**

- A. Electrical Design Drawings, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This section contains the BOM.

**PART 2 – PRODUCTS (BILL OF MATERIALS)**

**A. Angier Hill**

DESCRIPTION	QUANTITY	UNIT
<b>Exterior Grounding</b>		
Exothermic Weld	15	Ea
#2 Solid, Bare, Tinned, Copper	130	Ft
Ground Rod w/Test Well	1	Ea
Bentonite Clay 50# Bag	1	Ea
<b>Gas Monitor Feed</b>		
Explosion Proof Rd Box 1"	1	Ea
Explosion Proof Sealoff 1"	1	Ea
RGS Nipple Assembly 1"	2	Ea
RGS Elbow & Coupling 1"	3	Ea
RGS LB Condulet 1"	3	Ea
Hole Drilled 1"	1	Ea
RGS Conduit 1"	40	Ft
#16 4C Multi-Stranded Control Cable	60	Ft
Gas Monitor MDI LPG STM 94442A	1	Ea
Gas Monitor Sensor	1	Ea



<b>Gas Receptacle Assembly</b>		
RGS Conduit 3/4"	40	Ft
RGS Conduit 3/4" Field Bend	6	Ea
Hole Drilled 3/4"	2	Ea
#12 THHN/THWN	132	Ft
Duxseal 1# Bag	1	Ea
<b>NEMA 5-20R Surface Mounted Assembly</b>		
Box 4"Sq Deep	1	Ea
Box Raised Cover Duplex	1	Ea
Receptacle Duplex 20A HD 120V	1	Ea
<b>Alarms</b>		
Hi-Lo Room Temp Alarm Assembly	2	Ea
Door Contact Assembly	2	Ea
EMT 3/4"	75	Ft
#22 3C Solid Control Cable	200	Ft
<b>Earthwork</b>		
Trenching/Backfill/Compaction	160	Ft
<b>PPAH-1,6</b>		
NEMA 5-20R IG Surface Mounted Assembly		
Box 4"Sq Deep	1	Ea
Box Raised Cover Duplex	1	Ea
Receptacle Duplex 20A HD 120V	1	Ea
EMT 3/4"	30	Ft
#12 THHN/THWN	100	Ft
<b>PPAH-1,3&amp;4</b>		
NEMA L14-20R Surface Mounted Assembly		
Box 4"Sq Deep	2	Ea
Box Raised Cover Simplex	2	Ea
Receptacle Locking Simplex 20A HD 120V	2	Ea
EMT 3/4"	30	Ft
#12 THHN/THWN	100	Ft
<b>PPAH-2,1-2 &amp; 3</b>		
NEMA 5-20R IG Surface Mounted Assembly		
Box 4"Sq Deep	3	Ea
Box Raised Cover Duplex	3	Ea

Receptacle Duplex IG 20A HD 120V	3	Ea
EMT 3/4"	45	Ft
#12 THHN/THWN	200	Ft
<b>Panelboard</b>		
MLO Panel & Circuit Breakers	1	Ea
TVSS Surge Suppressor	1	Ea
E-Mon D-Mon Meter Assembly*	1	Ea
*E-Mon-D-Mon® Class 3200 Smart Meters		
<b>UPS System</b>		
UPS External Maintenance Bypass Switch (Eaton® MBB BPE02MBB1A)	1	Ea
100A, 2P, 120/240V, 6 circuit distribution panel	1	Ea
25A 240V AC disconnect breaker (one for main panel one for load disconnect breaker box)	2	Ea
50A 120/240 load disconnect breaker box	1	Ea
20A 120V AC breakers for UPS distribution panel (LMR)	2	Ea
20A 120V AC breaker for UPS distribution panel (Paging Station)	1	Ea
L5-20R AC simplex twist lock receptacles from UPS distribution panel (LMR)	2	Ea
6" L5-20P whip power cords for the Transtector Edge rack mounted AC subpanels with surge protection	2	Ea
L5-20R AC simplex twist lock receptacle from UPS distribution panel (Paging Station)	1	Ea
8" L5-20P to C13 power cord for paging station power supply RM60M	1	Ea
<b>Panelboard Feeder</b>		
EMT 1"	20	Ft
#6 THHN/THWN	90	Ft
#8 THHN/THWN	30	Ft
<b>Equipment Connection</b>		
LT Conduit 3/4"	16	Ft
#12 THHN/THWN	145	Ft
LT Conn ST 3/4"	2	Ea
LT Conn 90D 3/4"	2	Ea
Box 4"Sq Deep	2	Ea
Box Cover 4"Sq Blank	2	Ea
<b>Fittings/Hardware</b>		
Misc. Labor & Materials	1	Lot

<b>66-Block Assembly</b>		
66 Block	1	Ea
Smoke Detector Relay Mods	2	Ea
Gen. Low Fuel Relay	1	Ea
HVAC Relay Mods	3	Ea
Gen. Oil Pressure Relay Assembly	1	Ea
Gen. Temp. Relay Assembly	1	Ea
Gen. Run/Fail Relay Assembly	2	Ea
Gen. Low Batt Relay Assembly	1	Ea
Gen. ATS Relay Assembly	1	Ea
Gen. Over Crank/Speed Relay Assembly	2	Ea
#22 3C Solid Control Cable	500	Ft

## B. Belfry Mountain

DESCRIPTION	QUANTITY	UNIT
RGS Conduit 2" 1-Hole Clip	2	Ea
#4 Bare Copper	30	Ft
RGS Plastic Bushing	1	Ea
Duxseal 1# Bag	1	Ea
Ground Clamp 2"	1	Ea
#3/0 THHN/THWN	420	Ft
<b>Gas Monitor Feed</b>		
Explosion Proof Rd Box 1"	1	Ea
Explosion Proof Sealoff 1"	1	Ea
RGS Nipple Assembly 1"	2	Ea
RGS Elbow & Coupling 1"	4	Ea
RGS LB Condulet 1"	0	Ea
Hole Drilled 1"	1	Ea
RGS Conduit 1"	30	Ft
#16 4C Multi-Stranded Control Cable	60	Ft
Gas Monitor MDI LPG STM 94442A	1	Ea
<b>NEMA 5-20R IG Surface Mounted Assembly</b>		
Box 4"Sq Deep	3	Ea
Box Raised Cover Duplex	3	Ea
Receptacle Duplex IG 20A HD 120V	3	Ea
EMT 3/4"	45	Ft
#12 THHN/THWN	200	Ft

<b>UPS System</b>		
UPS External Maintenance Bypass Switch (Eaton® MBB BPE02MBB1A)	1	Ea
100A, 2P, 120/240V, 6 circuit distribution panel	1	Ea
25A 240V AC disconnect breaker (one for main panel, one for load disconnect breaker box)	2	Ea
50A 120/240 load disconnect breaker box	1	Ea
20A 120V AC breakers for UPS distribution panel (LMR)	2	Ea
20A 120V AC breaker for UPS distribution panel (Paging Station)	1	Ea
6' L5-20P whip power cords for the Transtector Edge rack mounted AC subpanels with surge protection	2	Ea
8' L5-20P to C13 power cord for Paging Station power supply RM60M	1	Ea
<b>EMT 1"</b>	20	Ft
#6 THHN/THWN	90	Ft
#8 THHN/THWN	30	Ft
<b>Equipment Connection</b>		
LT Conduit 3/4"	16	Ft
#12 THHN/THWN	145	Ft
LT Conn ST 3/4"	2	Ea
LT Conn 90D 3/4"	2	Ea
Box 4"Sq Deep	2	Ea
Box Cover 4"Sq Blank	2	Ea
<b>Misc. Labor &amp; Materials</b>	1	Lot

### C. Blue Mountain

DESCRIPTION	QUANTITY	UNIT
<b>Circuit Breaker QO2100</b>	1	Ea
EMT 1-1/4"	10	Ft
#2 THHN/THWN Str, Copper	60	Ea
#6 THHN/THWN Str, Copper	20	Ea
EMT LB Condulet 1-1/4"	1	Ea
Hole Drilled 1-1/4"	1	Ea
Duxseal 1# Bag	1	Ea
<b>MLO Panel &amp; Circuit Breakers</b>	1	Ea
TVSS Surge Suppressor	1	Ea

<b>RGS Conduit 1"</b>	50	Ft
#10 THHN/THWN Str, Copper	205	Ft
#10 THHN/THWN Str, Copper	70	Ft
RGS Conduit 1" Field Bend	4	Ea
Hole Drilled 1"	2	Ea
Duxseal 1# Bag	1	Ea
<b>MLO Panel &amp; Circuit Breakers</b>	1	Ea
<b>NEMA 5-20R Surface Mtd Assy</b>		
Box 4"Sq Deep	1	Ea
Box Raised Cover Duplex	1	Ea
Recptacle Duplex 20A HD 120V	1	Ea
<b>NEMA L14-30R Surface Mtd Assy</b>		
Box 4"Sq Deep	2	Ea
Box Raised Cover Simplex	2	Ea
Receptacle Locking Simplex 30A HD 120V	2	Ea
<b>NEMA 5-20R Surface Mtd Assy</b>		
Box 4"Sq Deep	3	Ea
Box Raised Cover Simplex	3	Ea
Recptacle Simplex 20A HD 120V	3	Ea
<b>NEMA 5-20R IG Surface Mtd Assy</b>		
Box 4"Sq Deep	2	Ea
Box Raised Cover Duplex	2	Ea
Receptacle Duplex IG 20A HD 120V	2	Ea
<b>UPS System</b>	1	Ea
Enclosed Circuit Breaker	1	Ea
<b>Equipment Connection</b>		
LT Conduit 3/4"	16	Ft
#12 THHN/THWN Solid, Copper	145	Ft
LT Conn ST 3/4"	2	Ea
LT Conn 90D 3/4"	2	Ea
Box 4"Sq Deep	2	Ea
Box Cover 4"Sq Blank	2	Ea
<b>EMT 3/4"</b>	30	Ft
#12 THHN/THWN Solid, Copper	100	Ft

<b>EMT 3/4"</b>	20	Ft
#12 THHN/THWN Solid, Copper	88	Ft
<b>EMT 3/4"</b>	20	Ft
#10 THHN/THWN Solid, Copper	88	Ft
<b>Misc. Labor &amp; Materials</b>	1	Lot
<b>SPD Installation</b>	0	Ea
Misc. Labor & Materials	1	Lot
<b>66-Block Assembly</b>		
66 Block	3	Ea
Smoke Detector Relay Mods	2	Ea
HVAC Relay Mods	2	Ea
Hi-Lo Room Temp Alarm Assy	2	Ea
Magnetic Door Contact Assy	3	Ea
Gen. Low Fuel Relay Assy	1	Ea
Gen. Oil Pressure Relay Assy	0	Ea
Gen. Temp. Relay Assy	0	Ea
Gen. Run/Fail Relay Assy	2	Ea
Gen. Low Batt Relay Assy	0	Ea
Gen. ATS Relay Assy	1	Ea
Gen. Over Crank/Speed Relay Assy	0	Ea
#22 3C Solid Cntrl Cable	500	Ft

#### D. Gore Mountain

DESCRIPTION	QUANTITY	UNIT
<b>UPS System</b>		
UPS External Maintenance Bypass Switch (Eaton® MBB BPE02MBB1A)	1	Ea
100A, 2P, 120/240V, 6 circuit distribution panel	1	Ea
25A 240V AC disconnect breaker (one for main panel one for load disconnect breaker box)	2	Ea
50A 120/240 load disconnect breaker box	1	Ea
20A 120V AC breakers for UPS distribution panel (LMR)	2	Ea
20A 120V AC breaker for UPS distribution panel (Paging Station)	1	Ea
L5-20R AC simplex twist lock receptacles from UPS distribution panel (LMR)	2	Ea
6' L5-20P whip power cords for the Transtector Edge rack mounted AC subpanels with surge protection	2	EA

L5-20R AC simplex twist lock receptacle from UPS distribution panel (Paging Station)	1	Ea
8' L5-20P to C13 power cord for Paging Station power supply RM60M	1	Ea
<b>Misc. Labor &amp; Materials</b>	1	Lot

## E. Grandpas Knob

DESCRIPTION	QUANTITY	UNIT
<b>NEMA 5-20R Surface Mtd Assy</b>		
Box 4"Sq Deep	1	Ea
Box Raised Cover Duplex	1	Ea
Receptacle Duplex 20A HD 120V	1	Ea
<b>NEMA L14-30R Surface Mtd Assy</b>		
Box 4"Sq Deep	2	Ea
Box Raised Cover Simplex	2	Ea
Receptacle L14-30R 30A 125/250V 4W	2	Ea
EMT 3/4"	40	Ft
#10 THHN/THWN Solid, Copper	176	Ft
PPAH-2,1-2 & 3		
<b>NEMA 5-20R IG Surface Mtd Assy</b>		
Box 4"Sq Deep	0	Ea
Box Raised Cover Duplex	0	Ea
Receptacle Duplex IG 20A HD 120V	0	Ea
EMT 3/4"	50	Ft
#12 THHN/THWN Solid, Copper	165	Ft
<b>MLO Panel &amp; Circuit Breakers</b>	1	Ea
TVSS Surge Suppressor	1	Ea
E-Mon D-Mon Meter Assy*	1	Ea
*E-Mon-D-Mon® Class 3200 Smart Meters		
<b>EMT 1-1/4"</b>	25	Ft
#2 THHN/THWN, Str. Copper	83	Ft
#6 THHN/THWN Str, Copper	28	Ft
<b>GE 2100 Circuit Breaker</b>	1	Ea



**F. Lewis PSB**

DESCRIPTION	QUANTITY	UNIT
<b>PPLB FEEDER</b>		
SURELOGIC 125A MCB 66 CIRCUIT PANEL	1	Ea
Circuit Breaker 3P 125A	1	Ea
RGS Conduit 1-1/2"	150	Ft
#1 THHN/THWN	680	Ft
#4 THHN/THWN	170	Ft
#4 THHN/THWN, Green	170	Ft
<b>Non-UPS Power Receptacles</b>		
Circuit Breaker 1P 20A	1	Ea
Circuit Breaker 2P 20A	2	Ea
Box 4"Sq Deep	3	Ea
Box Raised Cover Duplex	1	Ea
Box Raised Cover Simplex	2	Ea
Receptacle Duplex 20A HD 120V	1	Ft
Receptacle L14-20R 20A 4W	2	Ea
RGS Conduit 3/4"	450	Ft
#12 THHN/THWN	1500	Ft
<b>PPLB Circuits</b>		
RGS Conduit 1"	250	Ft
RGS LB Condulet 1"	9	Ea
RGS Conduit 1" Field Bend	27	Ea
RGS Elbow & Coupling 1"	27	Ea
Box Square 4-11/16" Deep	9	Ea
Box Blank Cover Square 4-11/16"	9	Ea
#10 THHN/THWN	3894	Ft
Strut Strap 1"	45	Ea
RGS Clips 1"	45	Ea
Strut, Fittings, Hardware	1	LS
<b>Fittings/Hardware</b>	1	LS
<b>Misc. Labor &amp; Materials</b>	1	Lot

**G. Mount Pisgah**

DESCRIPTION	QUANTITY	UNIT
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<b>Service Entrance</b>		
RGS Conduit 2"	10	Ft
RGS Conduit 2" 1-Hole Clip	2	Ea
#4 Bare Copper	30	Ft
RGS Plastic Bushing	1	Ea
Duxseal 1# Bag	1	Ea
Ground Clamp 2"	1	Ea
#3/0 THHN/THWN Str Copper	420	Ft
<b>NEMA 5-20R IG Surface Mtd Assy</b>		
Box 4"Sq Deep	3	Ea
Box Raised Cover Duplex	3	Ea
Receptacle Duplex IG 20A HD 120V	3	Ea
EMT 3/4"	45	Ft
#12 THHN/THWN Solid, Copper	200	Ft
<b>UPS System</b>		
UPS External Maintenance Bypass Switch (Eaton® MBB BPE02MBB1A)	1	Ea
100A, 2P, 120/240V, 6 circuit distribution panel	1	Ea
25A 240V AC disconnect breaker (one for main panel one for load disconnect breaker box)	2	Ea
50A 120/240 load disconnect breaker box	1	Ea
20A 120V AC breakers for UPS distribution panel (LMR)	2	Ea
20A 120V AC breaker for UPS distribution panel (Paging Station)	1	Ea
6' L5-20P whip power cords for the Transtector Edge rack mounted AC subpanels with surge protection	2	Ea
8' L5-20P to C13 power cord for Paging Station power supply RM60M	1	Ea
<b>Equipment Connection</b>		
LT Conduit 3/4"	16	Ft
#12 THHN/THWN Solid, Copper	145	Ft
LT Conn ST 3/4"	2	Ea
LT Conn 90D 3/4"	2	Ea
Box 4"Sq Deep	2	Ea
Box Cover 4"Sq Blank	2	Ea
<b>Misc. Labor &amp; Materials</b>	1	Lot

## H. Terry Mountain

DESCRIPTION	QUANTITY	UNIT
<b>Service Entrance</b>		
RGS Conduit 2"	10	Ft
RGS Conduit 2" 1-Hole Clip	2	Ea
#4 Bare Copper	30	Ft
RGS Plastic Bushing	1	Ea
Duxseal 1# Bag	1	Ea
Ground Clamp 2"	1	Ea
#3/0 THHN/THWN Str Copper	420	Ft
<b>NEMA 5-20R IG Surface Mtd Assy</b>		
Box 4"Sq Deep	3	Ea
Box Raised Cover Duplex	3	Ea
Receptacle Duplex IG 20A HD 120V	3	Ea
EMT 3/4"	45	Ft
#12 THHN/THWN Solid, Copper	200	Ft
<b>Equipment Connection</b>		
LT Conduit 3/4"	16	Ft
#12 THHN/THWN Solid, Copper	145	Ft
LT Conn ST 3/4"	2	Ea
LT Conn 90D 3/4"	2	Ea
Box 4"Sq Deep	2	Ea
Box Cover 4"Sq Blank	2	Ea
<b>Misc. Labor &amp; Materials</b>	1	Lot

**I. Wells Hill**

DESCRIPTION	QUANTITY	UNIT
<b>Service Entrance</b>		
RGS Conduit 2"	10	Ft
RGS Conduit 2" 1-Hole Clip	2	Ea
#4 Bare Copper	30	Ft
RGS Plastic Bushing 2"	1	Ea
Duxseal 1# Bag	1	Ea
Ground Clamp 2"	1	Ea
#3/0 THHN/THWN Copper	430	Ft
Utility Co. Meter Socket	1	Ea
RGS Nipple Assembly 2"	1	Ea

### PART 3 – EXECUTION

Not used.

END OF SECTION 26 70 00

**SECTION 26 80 00**  
**APEX IMAX SURGE PROTECTION DEVICE (SPD) PRODUCT SHEET**

**PART 1 – GENERAL**

**NOTES:**

- A. As stated in Section 01 10 00 – Project Summary, another party will provide and install the SPDs for the LMR and Low Band paging equipment at the remote communications sites, except for Blue Mountain, where another party is providing the SPD, but the SELECTED EC shall install, bond, and test the device on the master distribution panel.

**1.01 RELATED DOCUMENTS**

- A. Electrical Design Drawings, BOM, General and Supplementary Conditions, and Divisions 0-2 apply to this Section.

**1.02 SUMMARY**

- A. This section contains the APEX IMAX SPD Product Sheet.

**PART 2 – PRODUCTS**

- A. See APEX IMAX SPD Product Sheet.

**PART 3 – EXECUTION**

- Not used.

END OF SECTION 26 80 00

DRAWING INDEX:

E-001	SYMBOLS, NOTES, AND ABBREVIATIONS
E-110	ANGIER HILL 333 HALDS RD – TOWN OF WESTPORT ESSEX COUNTY NY 12936
E-120	BELFRY MOUNTAIN DALTON HILL ROAD WITHERBEE, NY 12998
E-130	BLUE MOUNTAIN (NYSEG) – BLUE MOUNTAIN SUMMIT – TOWN OF INDIAN LAKE, HAMILTON COUNTY NY 12812
E-140	GRANDPA'S KNOB CASTLETON, RUTLAND COUNTY VT
E-150	LEWIS PUBLIC SAFETY BUILDING 702 STOWERSVILLE ROAD – TOWN OF LEWIS, ESSEX COUNTY NY 12950
E-151	LEWIS PUBLIC SAFETY BUILDING 702 STOWERSVILLE ROAD – TOWN OF LEWIS, ESSEX COUNTY NY 12950
E-160	MOUNT PISGAH SUMMIT OF MOUNT PISGAH SKI AREA TOWN OF SAINT ARMAND ESSEX COUNTY NY 12983
E-170	TERRY MOUNTAIN 1159 PEASLEEVILLE ROAD – TOWN OF PERU, CLINTON COUNTY NY 12972
E-171	TERRY MOUNTAIN 1159 PEASLEEVILLE ROAD – TOWN OF PERU, CLINTON COUNTY NY 12972
E-180	WELLS HILL 1289 SEVENTY LANE – TOWN OF LEWIS ESSEX COUNTY NY 12950
E-500	DETAILS

ABBREVIATIONS:

⚡	ELECTRICAL PHASE
>	GREATER THAN
<	LESS THAN
4C	FOUR CONDUCTOR
A	AMPERE
ATS	AUTOMATIC TRANSFER SWITCH
AWG	AMERICAN WIRE GAUGE
BCW	BARE COPPER WIRE
BLK	BLACK
C	CONDUIT
CB	CIRCUIT BREAKER
C.T.	CURRENT TRANSFORMER
CTRL	CONTROL
DIS. SW	DISCONNECT SWITCH
EC	ELECTRICAL CONTRACTOR
ECB	ENCLOSED CIRCUIT BREAKER
EGB	EXTERNAL GROUNDING BAR
EGC	EQUIPMENT GROUNDING CONDUCTOR
EMT	ELECTRICAL METALLIC TUBING
ESR	ELECTRICAL SERVICE REQUEST
GC	GENERAL CONTRACTOR
GEC	GROUND ELECTRODE CONDUCTOR
GND	GROUND
GRN	GREEN
GRS	GALVANIZED RIGID STEEL CONDUIT
HVAC	HEATING VENTILATION AIR CONDITIONING
IG	ISOLATED GROUND
LPG	LIQUID PETROLEUM GAS
LT	LIQUID-TIGHT CONDUIT
LMR	LAND MOBILE RADIO
MCB	MAIN CIRCUIT BREAKER
MDP	MAIN DISTRIBUTION PANELBOARD
MOB	MAIN GROUNDING BAR
MLO	MAIN LUG ONLY
N/A	NOT APPLICABLE
NC	NORMALLY CLOSED
NEC	NATIONAL ELECTRICAL CODE
NEMA	NATIONAL ELECTRICAL MANUFACTURERS ASSOCIATION
NIC	NOT IN CONTRACT
NO	NORMAL OPEN
NYSP	NEW YORK STATE POLICE
OHW	OVERHEAD WIRE
OSP	OUTSIDE PLANT
P	POLE
PNL	PANELBOARD
PNLBD	PANELBOARD
PR	PAIR
PVC	POLYVINYL CHLORIDE
REC.	RECEPTACLE
RECPT	RECEPTACLE
SCH	SCHEDULE
SPO	SPECIAL PURPOSE RECEPTACLE OUTLET
SQ	SQUARE
TGB	TOWER GROUND BUSS
TYP	TYPICAL
TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSOR
UGD	UNDERGROUND
UPS	UNINTERRUPTIBLE POWER SUPPLY
V	VOLTS
W	WIRE
W/	WITH
WHT	WHITE
XR	EXISTING TO REMAIN

SYMBOLS:

	EXISTING UTILITY POWER POLE
	EXISTING WEATHER HEAD
	EXISTING DISCONNECT SWITCH
	EXISTING PANELBOARD
	EXISTING GENERATOR (PLAN VIEW)
	EXISTING GENERATOR (ONE-LINE VIEW)
	EXISTING LPG TANK (ONE-LINE VIEW)
	EXISTING LPG TANK (PLAN VIEW)
	EXISTING PANELBOARD/TRANSFER SWITCH AS NOTED ON DRAWINGS
	EXISTING DISCONNECT SWITCH
	EXISTING GROUND STRAP
	EXISTING UNDERGROUND GROUND CONDUCTOR
	EXOTHERMIC WELD (CADWELD OR EQUAL)
	3/4"X10" COPPER CLAD STEEL GROUND ROD (UNLESS OTHERWISE NOTED)
	GROUND INSPECTION WELL
	GROUND LUG
	UNDERGROUND GROUND CONDUCTOR (SIZE AS INDICATED ON DRAWINGS)
	CONDUIT AND CONDUCTORS (TYPE, SIZE, & NUMBER OF CONDUCTORS AS NOTED ON DRAWINGS)
	UNDERGROUND CONDUIT AND CONDUCTORS (TYPE, SIZE, & NUMBER OF CONDUCTORS AS NOTED ON DRAWINGS)
	CONDUIT AND CONDUCTORS ARROW INDICATES HOME RUN
	UNDERGROUND PULL BOX
	PANELBOARD/UPS/TRANSFER SWITCH AS NOTED ON DRAWINGS
	DISCONNECT SWITCH
	ELECTRIC METER UTILITY/SUBMETERING
	SIMPLEX RECEPTACLE, 20A, 120VAC
	DUPLEX RECEPTACLE, 20A, 120VAC
	SPECIAL PURPOSE RECEPTACLE AS NOTED ON DRAWINGS
	SPECIAL PURPOSE RECEPTACLE 4"SQ BOX AS NOTED ON DRAWINGS
	JUNCTION BOX ROUND
	JUNCTION BOX ROUND EXPLOSION PROOF
	JUNCTION BOX SQUARE
	DUPLEX RECEPTACLE, 20A, 120VAC IN 4"SQ BOX
	SIMPLEX RECEPTACLE, 20A, 120VAC IN 4"SQ BOX
	EQUIPMENT DIRECT CONNECTION
	SMOKE DETECTOR, GENTEX CORPORATION 9000/9003 SERIES WITH FORM C DRY CONTACTS OR EQUAL
	CONDUIT TURNING UP
	CONDUIT TURNING DOWN
	EQUIPMENT IDENTIFIER
	KEYED NOTE IDENTIFIER
	PANELBOARD
	HI-LO TEMPERATURE ALARM
	MAGNETIC DOOR CONTACT, GE SENTROL INDUSTRIAL 2500 SERIES OR EQUAL
	SURGE PROTECTOR, APEX IMAX OR EQUAL
	NORMALLY OPEN DRY CONTACT
	NORMALLY CLOSED DRY CONTACT
	INLINE FUSE TYPE CC AND FUSE HOLDER

GROUNDING NOTES:

- ALL UNDERGROUND GROUNDING CONDUCTORS SHALL BE #2AWG TINNED SOLID COPPER WIRES, BURIED 30" MINIMUM BELOW FINISHED GRADE AND MUST BE EXOTHERMICALLY WELDED. ALL GROUNDING MATERIALS, EQUIPMENT, AND SYSTEMS PROVIDED SHALL BE COMPLIANT WITH MOTOROLA R56-STANDARDS AND GUIDELINES FOR COMMUNICATIONS SITES (LATEST REVISION).
- GROUNDING RODS SHALL BE STAINLESS STEEL OR COPPER-CLAD STEEL 3/8" DIA x8'-0" LONG MINIMUM WITH TOP OF THE ROD BURIED 30" BELOW FINISHED GRADE. GROUND RODS SHALL BE EXOTHERMICALLY WELDED TO UNDERGROUND GROUNDING LOOP OR LISTED IRREVERSIBLE HIGH-COMPRESSION FITTINGS COMPRESSED TO A MINIMUM OF 12 TONS OF PRESSURE, OR AS OTHERWISE REQUIRED BY THE SPECIFIC COMPONENT MANUFACTURER. MANUFACTURER REQUIREMENTS SHALL BE FOLLOWED OF ALL CONNECTIONS. CONNECTORS AND FITTING USED SHALL BE LISTED FOR THE PURPOSE, FOR THE TYPE OF CONDUCTOR, AND FOR THE SIZE AND NUMBER OF CONDUCTORS USED.
- AVOID DISRUPTION OF EXISTING GROUNDING SYSTEM REPAIR ANY DAMAGE TO THE SATISFACTION OF COUNTY.
- ALL ABOVE GROUND CONNECTIONS SHALL BE EXOTHERMICALLY WELDED, BOLT CLAMP, OR SPLIT BOLT CONNECTORS. CRIMP CONNECTORS SHALL NOT BE USED ON SOLID CONDUCTORS. CLAMPS MUST BE USED FOR FENCE AND HANDRAIL CONNECTION.
- ALL ABOVE CONNECTION TO THE GROUND BAR OR GROUND PLATE, INTAKE AND EXHAUST LOUVERS, A/C UNIT AND CABLE TRENCH SHALL BE MADE WITH TWO-HOLE, LONG-BARREL TYPE COMPRESSION LUGS, (BURNDY OR EQUAL). ALL LUGS ATTACHED TO BUSES SHING BOLTS, NUTS, AND LOCK WASHERS.
- ALL WIRE CONNECTIONS SHALL BE THREE-CRIMP C-TAP COMPRESSION, THOMAS & BETTS #54740, ORANGE, OR EQUIVALENT.
- ALL CONNECTORS SHALL BE CRIMPED USING HYDRAULIC CRIMPING TOOLS, THOMAS & BETTS NO. TBM-8 OR EQUIVALENT.
- ALL CONNECTIONS SHALL BE MADE TO BARE METAL. ALL PAINTED SURFACES SHALL BE FILED TO ENSURE PROPER CONTACT. NO WASHERS ARE ALLOWED BETWEEN ITEMS BEING GROUNDED. ALL CONNECTIONS ARE TO HAVE A ANTI-OXIDIZING AGENT APPLIED PRIOR TO INSTALLATION.
- FOR CONNECTION TO ALUMINUM FASCIA AND ALUMINUM GRAVEL GUARD, ALUMINUM CONDUCTORS SHALL BE USED WITH APPROVED BIMETALLIC CONNECTORS BETWEEN ALUMINUM GRAVEL AND COPPER. ALL ALUMINUM CONDUCTORS SHALL BE TWO SIZES GREATER THAN THE SPECIFIED COPPER SIZES.
- WHERE ANY GROUNDING CONDUCTOR PASSES THROUGH METAL CONDUIT, BOTH ENDS OF CONDUIT SHALL BE GROUNDED.
- ALL BENDS SHALL BE AS SHALLOW AS POSSIBLE, WITH NO TURNS SHORTER THAN AN 8" NOMINAL RADIUS.
- GROUND RING RESISTANCE SHALL NOT EXCEED 5.0 OHMS. THE TEST WILL CONSIST OF THE THREE-POINT, FALL-OF-POTENTIAL MEGGER TEST METHOD, USING THE BIDOLE NULL-BALANCE EARTH TESTER (MEGGER #25020-0 OR EQUIVALENT), AT NO TIME IS THE AEMC CLAMP-ON GROUND RESISTANCE TESTER TO BE USED. MEASURE ONLY THE LOOP AND NOT THE SYSTEM.
- GROUND CONNECTORS TO ANTENNA MAST SHALL BE MADE WITH HEAVY DUTY GROUND CLAMPS SIMILAR TO THOMAS & BETTS OR APPROVED EQUAL.
- ANTENNA CABLE INSTALLER TO PROVIDE GROUND BUS BAR (TGB) AT BOTTOM AND TOP OF TOWER FOR ANTENNA CABLE GROUNDING. DOWNWARD LEADS FROM GROUNDING KITS MUST BE USED.
- WAVEGUIDE BRIDGE ARE TO BE GROUNDED TO THE ECB WITH #6 SOLID WIRE. CONNECTIONS ARE DOUBLE LUG-BOLTED, SCREWED MECHANICAL CONNECTIONS WITH STARWASHERS AND NO-OX GREASE.
- CONTRACTOR SHALL LOCATE AND PRESERVE INTACT THE EXISTING GROUND RING.
- ALL SITES MUST BE EQUIPPED WITH A GROUNDING ELECTRODE SYSTEM. THE COMMUNICATIONS SITE GROUNDING, INCLUDING ALL CABINETS AND ANTENNA CABLE SHIELDS, MUST BE BONDED TO THE GROUNDING ELECTRODE SYSTEM.
- ELECTRICALLY CONDUCTIVE MATERIALS IN THE VICINITY, THAT ARE LIKELY TO BECOME ENERGIZED, MUST BE CONNECTED TOGETHER AND TO THE GROUNDING ELECTRODE SYSTEM IN A MANNER THAT ESTABLISHES AN EFFECTIVE GROUND-FAULT CURRENT PATH.
- BURIED GROUND CONDUCTORS MUST BE AT LEAST #2AWG BARE, SOLID, TINNED COPPER WIRE.
- EXTERIOR GROUND CONDUCTORS SHALL BE #2AWG, MINIMUM, SOLID, BARE, TINNED COPPER OR STRANDED, INSULATED (OUTDOOR INSULATION TO BE SUNLIGHT-RESISTANT) COPPER CABLE.
- THE INTERIOR GROUND CABLE SHALL BE AT LEAST #6AWG STRANDED COPPER WITH GREEN INSULATION, TYPE THHN/THWN OR EQUIVALENT.
- FOR INDOOR APPLICATIONS, A HALO GROUNDING SYSTEM MUST BE INSTALLED WITH THE APPROPRIATE NUMBER OF DOWN CONDUCTORS WITH NON-DIRECTIONAL SPLICES. A SUFFICIENT NUMBER OF PIGTAILS #6AWG STRANDED COPPER SHALL BE PROVIDED TO BOND MISCELLANEOUS METALLIC OBJECTS (SUCH AS LOUVERS, DOORS, CONDUITS, ETC.).
- A SUPPLEMENTARY GROUNDING CONDUCTOR #2AWG STRANDED COPPER SHALL BE INSTALLED ON THE TOP OF THE LADDER RACK WITH SUFFICIENT PIGTAILS #6AWG STRANDED COPPER FOR BONDING THE CABINET.
- EACH CABINET MUST BE GROUNDED AT LEAST AT ONE POINT, TWO GROUNDING CONNECTIONS PER CABINET IS RECOMMENDED USING #6AWG STRANDED COPPER CABLE.
- THE SUPPLEMENTARY CABLE SHALL BE BONDED TO THE SAME BUS BAR, TO WHICH THE RETURN OF THE POWER CABINET IS GROUNDED.
- TOWER GROUND RINGS SHALL BE INSTALLED AT LEAST 24" FROM THE TOWER FOUNDATION.
- SHELTER GROUND RINGS SHALL BE INSTALLED AT LEAST 36" FROM THE BUILDING FOUNDATION AND SHOULD BE INSTALLED BEYOND THE DRIP LINE OF THE ROOF.
- ALL GROUNDING MEDIA IN OR ON A STRUCTURE SHALL BE INTERCONNECTED TO PROVIDE A COMMON GROUND POTENTIAL. THIS SHALL INCLUDE, BUT IS NOT LIMITED TO, THE AC POWER SYSTEM GROUND, COMMUNICATIONS TOWER GROUND, LIGHTNING PROTECTION SYSTEM GROUND, TELEPHONE SYSTEM GROUND, EXPOSED STRUCTURAL BUILDING STEEL, AND UNDERGROUND METALLIC PIPING SYSTEMS INCLUDING GAS PIPING, UNDERGROUND CONDUITS, UNDERGROUND LIQUEFIED PETROLEUM GAS PIPING SYSTEMS, AND SO ON.

PROJECT GENERAL NOTES:

- RADIO EQUIPMENT VENDORS SHALL PROVIDE MATERIALS AND LABOR TO BOND THEIR EQUIPMENT AND RACKS/CHASSIS TO THE INTERNAL PERIMETER GROUNDING (EARTHING) SYSTEM, ALSO REFERRED TO AS "HALO RING" WITH #6 COPPER GREEN JACKET CONDUCTOR. INTERNAL PERIMETER HALO RINGS ARE SHOWN ON ELECTRICAL DRAWINGS FOR REFERENCE ONLY.
- CABLE TRAY BONDING SHALL BE #2AWG COPPER GREEN JACKET GROUND BUS CONDUCTOR AND IS PROVIDED AND INSTALLED BY OTHERS.
- EQUIPMENT GROUNDING CONDUCTORS SHALL BE CONNECTED TO THE MAIN GROUNDING BAR (MGB).
- ELECTRICAL CONTRACTOR (EC) SHALL PROVIDE #6AWG STRANDED COPPER GREEN JACKED EQUIPMENT GROUND BONDING TO INTERNAL GROUNDING (EARTHING) SYSTEM FROM PANELBOARD WHEN PROVIDED.
- ELECTRICAL CONTRACTOR (EC) SHALL MAINTAIN ELECTRICAL REQUIRED WORKING SPACE CLEARANCES PER NEC FOR ELECTRICAL PANELBOARDS.
- WHERE NOTED ON THE DRAWINGS GENERAL CONTRACTOR (GC) SHALL PROVIDE ALL EXTERIOR OUTSIDE PLANT (OSP) GROUNDING (EARTHING) AND BONDING EXCEPT FOR THE UTILITY POWER WHICH THE ELECTRICAL CONTRACTOR (EC) SHALL BE RESPONSIBLE FOR.
- WHERE NOTED ON THE DRAWINGS GENERAL CONTRACTOR (GC) TO EXCAVATE AND INSTALL CONDUITS WITH PULL STRING. ELECTRICAL CONTRACTOR (EC) RESPONSIBLE FOR INSTALLING AND TESTING WIRING.
- EQUIPMENT SHELTERS, WHICH SHALL INCLUDE THE INTERIOR GROUNDING (EARTHING) SYSTEM, CABLE LADDER TRAY, PANELBOARDS, TVSS, TRANSFER SWITCHES, LIGHTING, UTILITY AND EQUIPMENT RECEPTACLES, ETC., ARE PRE-INSTALLED AND PROVIDED BY OTHERS.
- EQUIPMENT INDICATED WITH "XR" AND/OR SHOWN IN LIGHT PEN WEIGHT ARE EXISTING AND TO REMAIN. CONDUIT AND CONDUCTOR SIZE AND TYPE AS SHOWN ON DRAWINGS.
- EVERY EFFORT HAS BEEN MADE TO IDENTIFY EXISTING EXTERIOR OUTSIDE PLANT (OSP) GROUNDING (EARTHING) THROUGH FIELD OBSERVATIONS, HOWEVER, THE ELECTRICAL CONTRACTOR IS TO VISIT THE SITE PRIOR TO BIDDING AND VERIFY ALL OSP CONNECTIONS.




REVISION No.	DATE:
JOB NO.	12-247-000
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ESSEX COUNTY – PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM	SYMBOLS , NOTES, AND ABBREVIATIONS
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DWG. NO.
E-001





 #22 RED  
 #22 WHT


} PINS 03,04 PHOTOELECTRIC  
 PINS 05,06 IONIZATION


 #22 BLK  
 #22 WHT

} PINS 07,08 RADIO ROOM  
 PINS 09,10 GENERATOR ROOM

	#22 RED	}	PINS 11,12	TEMP	SENSOR	RADIO	RM
	#22 WHT		PINS 15,16	TEMP	SENSOR	GEN.	RM

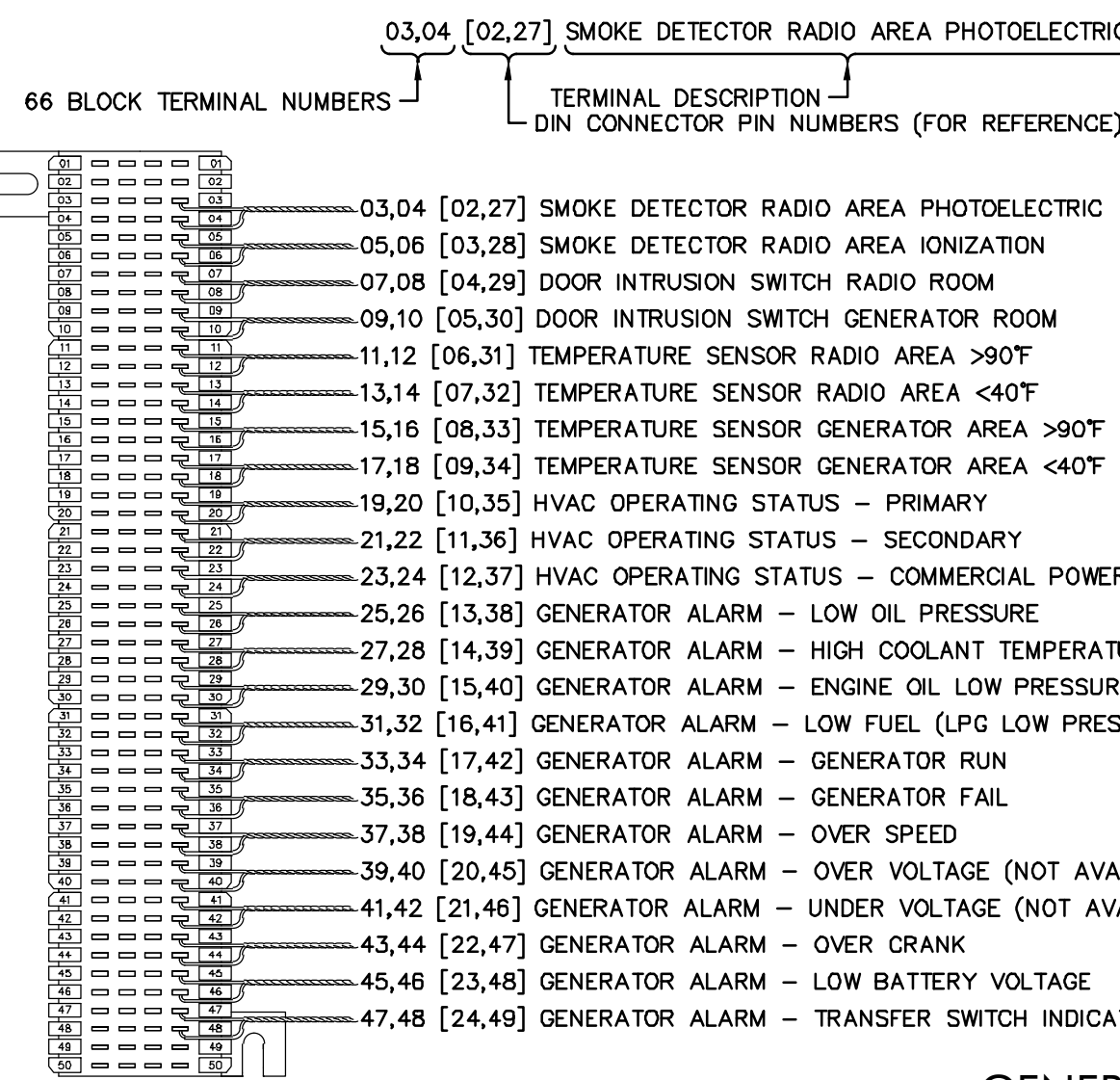




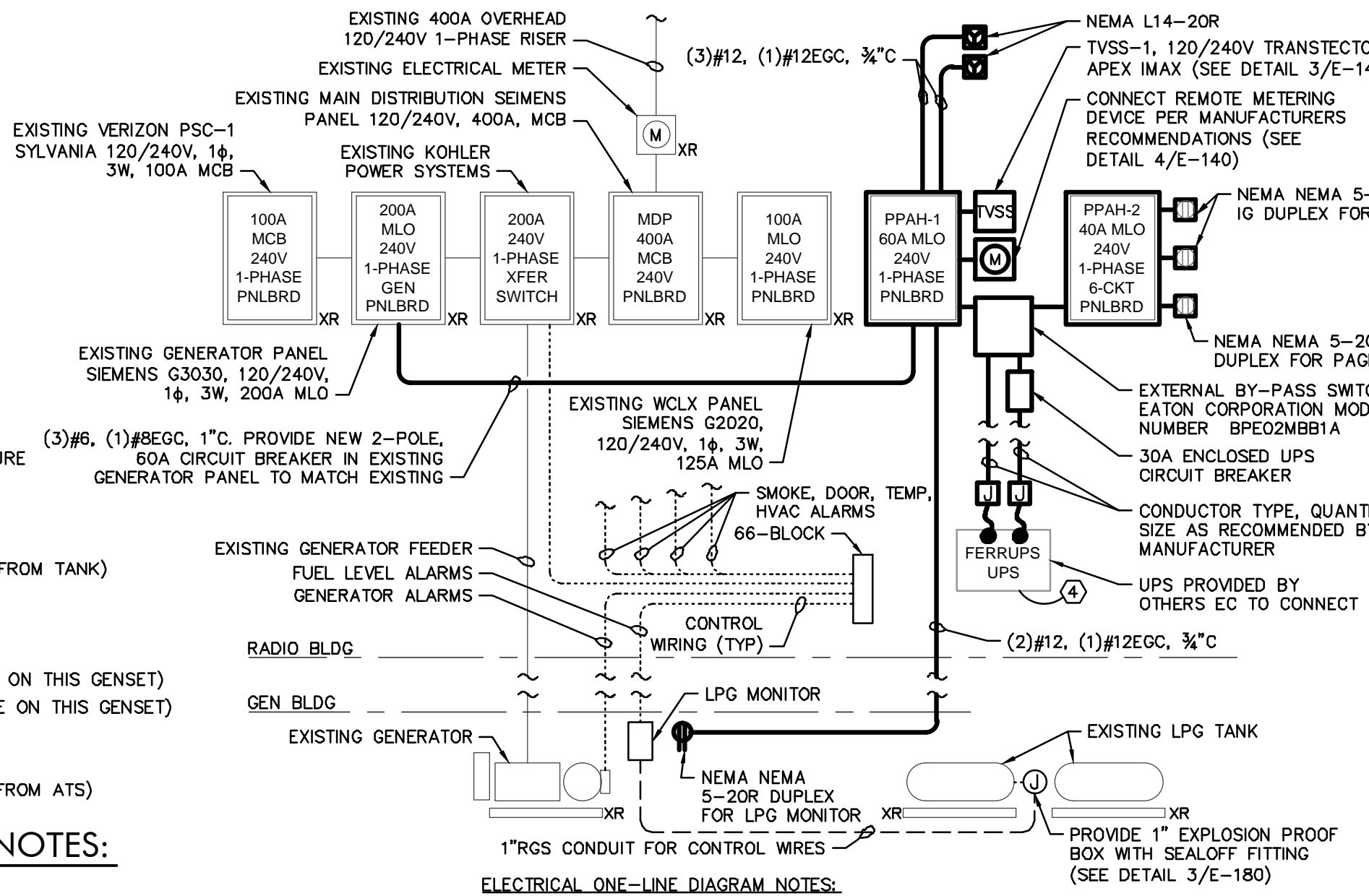
#22 WHT	} PINS 25 THRU 48 CONNECT AS PER GENERATOR MANUFACTURERS REQUIREMENTS
#22 BLK	

LOW OIL PRESSURE -	DRY CONTACT KIT
HIGH COOLANT TEMPERATURE -	DRY CONTACT KIT
ENGINE OIL TEMPERATURE -	N/A DRY CONTACT KIT FOR OIL PRESSURE
GENERATOR RUN -	RELAY PROVIDED
GENERAL FAIL -	DRY CONTACT OR COMMON FAILURE RELAY
OVER SPEED -	DRY CONTACT KIT
OVER VOLTAGE -	N/A
UNDER VOLTAGE -	N/A
OVER CRANK -	DRY CONTACT KIT
LOW BATTERY VOLTAGE -	DRY CONTACT KIT WITH CHARGER UPGRADE

3 ANGER HILL ALARM POINTS  
E-110 SCALE: NTS



1. REFER TO GROUNDING NOTES DRAWING E-001
2. RADIO EQUIPMENT VENDORS TO BOND THEIR EQUIPMENT AND RACKS/CHASSIS TO THE INTERNAL PERIMETER GROUNDING (EARTHING) SYSTEM USING CONDUCTORS AND CONNECTORS IN ACCORDANCE WITH MOTOROLA RS STANDARDS
3. CABLE TRAY BONDING CONDUCTOR TO MAIN GROUND BAR SHOWN FOR REFERENCE
4. COORDINATE LOCATION OF EQUIPMENT WITH EQUIPMENT INSTALLER TO PROVIDE PROPER WORKING CLEARANCES IN ACCORDANCE WITH THE NEC.



4  
E-110

ELECTR  
SCALE: NTS

PANELBOARD SCHEDULE									
DESIGNATION: PPAH-1 CALIBRATION: <input type="checkbox"/> NEMA TYPE: 1B 3RD 4CD 4XD <input type="checkbox"/> 12 <input type="checkbox"/> SINGLE SECTION <input type="checkbox"/> DOUBLE SECTION <input type="checkbox"/> MOUNTING: <input type="checkbox"/> FUSH <input type="checkbox"/> SURFACE <input checked="" type="checkbox"/>		<input type="checkbox"/> FULL RATED EQUIPMENT RATING IS REQUIRED FOR THIS PANELBOARD <input type="checkbox"/> UL LISTED INTEGRATED EQUIPMENT SHORT CIRCUIT RATING IS ACCEPTABLE FOR THIS PANELBOARD <input type="checkbox"/> A COORDINATED SELECTIVE SCHEME IS REQUIRED FOR THIS PANELBOARD			PANELBOARD SHORT CIRCUIT RATING 10,000 RMS SYMMETRICAL AMPERES MAIN LUG ONLY <input checked="" type="checkbox"/> MAIN CIRCUIT BREAKER <input type="checkbox"/> FRAME POLES <input type="checkbox"/> ATE <input type="checkbox"/> 100 <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/> COMPONENTS <input type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW				
BRANCH/FEEDER CIRCUIT BREAKERS									
MAINS: 60A VOLTAGE: 120/240 PHASE 1: NO. WIRES 3 OTHER REQ:		CIRCUIT NO.	FRAME	POLES	ATE	LOAD	<input checked="" type="checkbox"/> COMPONENTS <input type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW	SERVES/REMARKS	
		1	100	2	60			TVSS-1	
		2	100	2	20			REMOTE METER	
		3	100	2	20			REC. RECTIFIER & BATTERY RACK	
		4	100	2	20			REC. RECTIFIER & BATTERY RACK	
FULL CAPACITY <input checked="" type="checkbox"/> NEUTRAL BUS <input checked="" type="checkbox"/> EQUIPMENT <input type="checkbox"/> GROUNDING BUS <input type="checkbox"/> ISOLATED <input type="checkbox"/> GROUNDING BUS <input type="checkbox"/> SECONDARY SURGE <input type="checkbox"/> ARRESTERS <input type="checkbox"/>		5	100	2	30			UPS EXTERNAL BYPASS SWITCH	
		6	100	1	20			REC. ENTRY PORT	
		7	100	1	20			LPG LEVEL MONITOR	

PANELBOARD SCHEDULE									
DESIGNATION: PPAH-2		<input type="checkbox"/> FULL RATED EQUIPMENT RATING IS REQUIRED FOR THIS PANELBOARD				PANELBOARD SHORT CIRCUIT RATING 10,000 RMS SYMMETRICAL AMPERES			
NEMA TYPE: 1B 3R 4C 4X 2 <input type="checkbox"/> 1 <input type="checkbox"/> SINGLE SECTION <input checked="" type="checkbox"/> DOUBLE SECTION <input type="checkbox"/> MOUNTING: FLUSH <input type="checkbox"/> SURFACE <input type="checkbox"/>		<input checked="" type="checkbox"/> UL LISTED INTEGRATED EQUIPMENT SHORT CIRCUIT RATING IS ACCEPTABLE FOR THIS PANELBOARD				MAIN LUG ONLY <input checked="" type="checkbox"/> MAIN CIRCUIT BREAKER <input type="checkbox"/>			
		<input type="checkbox"/> A COORDINATED SELECTIVE SCHEME IS REQUIRED FOR THIS PANELBOARD				FRAME POLES ATE		<input checked="" type="checkbox"/> COMPONENTS <input type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW	
MAINS: 40A		BRANCH/FEEDEr CIRCUIT BREAKERS							
VOLTAGE: 120/240		CIRCUIT NO.	FRAME	POLES	ATE	LOAD	<input checked="" type="checkbox"/> COMPONENTS <input type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW	SERVES/REMARKS	
PHASE: 1		1	100	1	20			RECEPTACLE LMR	
NO. WIRES: 3		2	100	1	20			RECEPTACLE PAGING	
OTHER REQ:		3	100	1	20			RECEPTACLE LMR	
FULL CAPACITY NEUTRAL BUS <input checked="" type="checkbox"/>		4	100	1				SPACE	
EQUIPMENT GROUNDING BUS <input checked="" type="checkbox"/>		5	100	1				SPACE	
ISOLATED GROUNDING BUS <input checked="" type="checkbox"/>		6	100	1				SPACE	
SECONDARY SURGE ARRESTERS <input type="checkbox"/>									



**PLUMBEXCEL GROUP**  
ENGINEERING, P. C.  
4 Wolfert Avenue  
Albany, New York 12204  
PHONE: 518.465.6037 FAX: 518.465.5210

REVISION No.                      DATE:

JOB NO.	12-247-000
DATE	15.MAR.13
SCALE	AS NOTED
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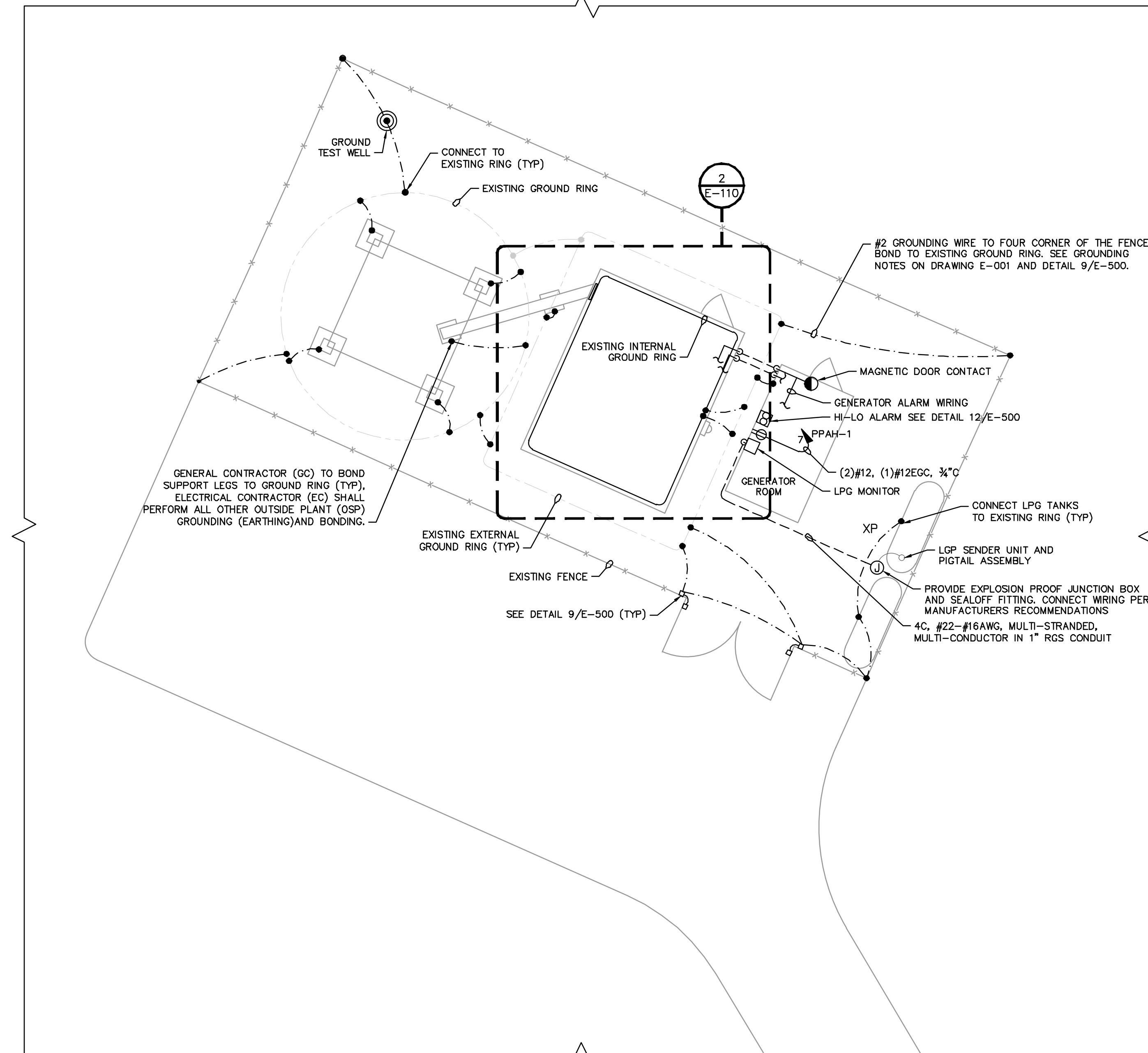
ESSEX COUNTY – PUBLIC SAFETY  
AUDIO COMMUNICATIONS SYSTEM

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ANGER HILL  
333 HALDS RD – TOWN OF  
WESTPORT ESSEX COUNTY NY  
12936

DWG. NO.

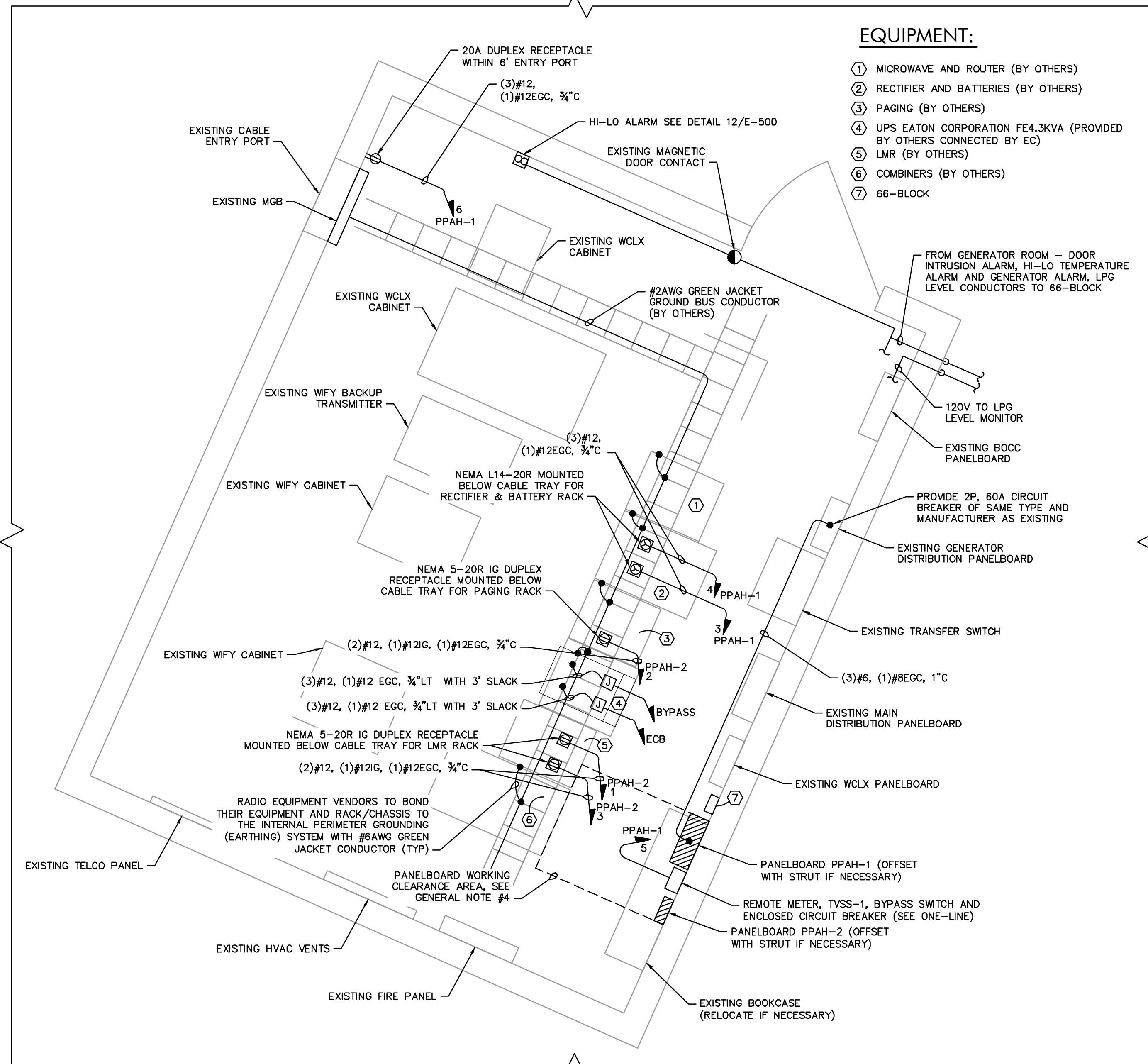
E-110



1  
E-110

ANGIER HILL

SCALE: 1/8" = 1'-0"



- ① MICROWAVE AND ROUTER (BY OTHERS)
- ② RECTIFIER AND BATTERIES (BY OTHERS)
- ③ PAGING (BY OTHERS)
- ④ UPS EATON CORPORATION FE4.3KVA (PROVIDED BY OTHERS CONNECTED BY EC)
- ⑤ LMR (BY OTHERS)
- ⑥ COMBINERS (BY OTHERS)
- ⑦ 66-BLOCK

2  
E-110

ENLARGED SHELTER DETAIL

SCALE: 1/2" = 1'-0"






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ESSEX COUNTY – PUBLIC SAFETY RADIO COMMUNICATIONS SYSTEM	BELFRY MOUNTAIN DALTON HILL ROAD WITHERBEE, NY 12998
---	--

DWG. NO.
E-120

BELFRY MOUNTAIN – SEE  
SPECIFICATIONS SECTION 011000,  
PROJECT SUMMARY, FOR SCOPE OF  
WORK. DESIGN DRAWING FORTHCOMING



NOTE: CONTRACTOR TO SUPPLY AND INSTALL ALL REQUIRED INTERFACE MATERIAL AND EQUIPMENT TO ENSURE DRY CONTACT OPERATION TO 66-BLOCK AS INDICATED BELOW:

SMOKE DETECTION  
CONTACTS ARE N.C. UNDER A "NO SMOKE" CONDITION. WHEN SMOKE IS DETECTED, THESE CONTACTS OPEN.

MAGNETIC DOOR SWITCH  
N.O. CONTACTS CLOSE UPON DOOR CLOSURE. WHEN DOOR IS OPENED, CONTACTS OPEN SENDING AN ALARM.

HIGH TEMPERATURE ALARM  
CONTACTS OPEN ON TEMPERATURE INCREASE (OR RISE).

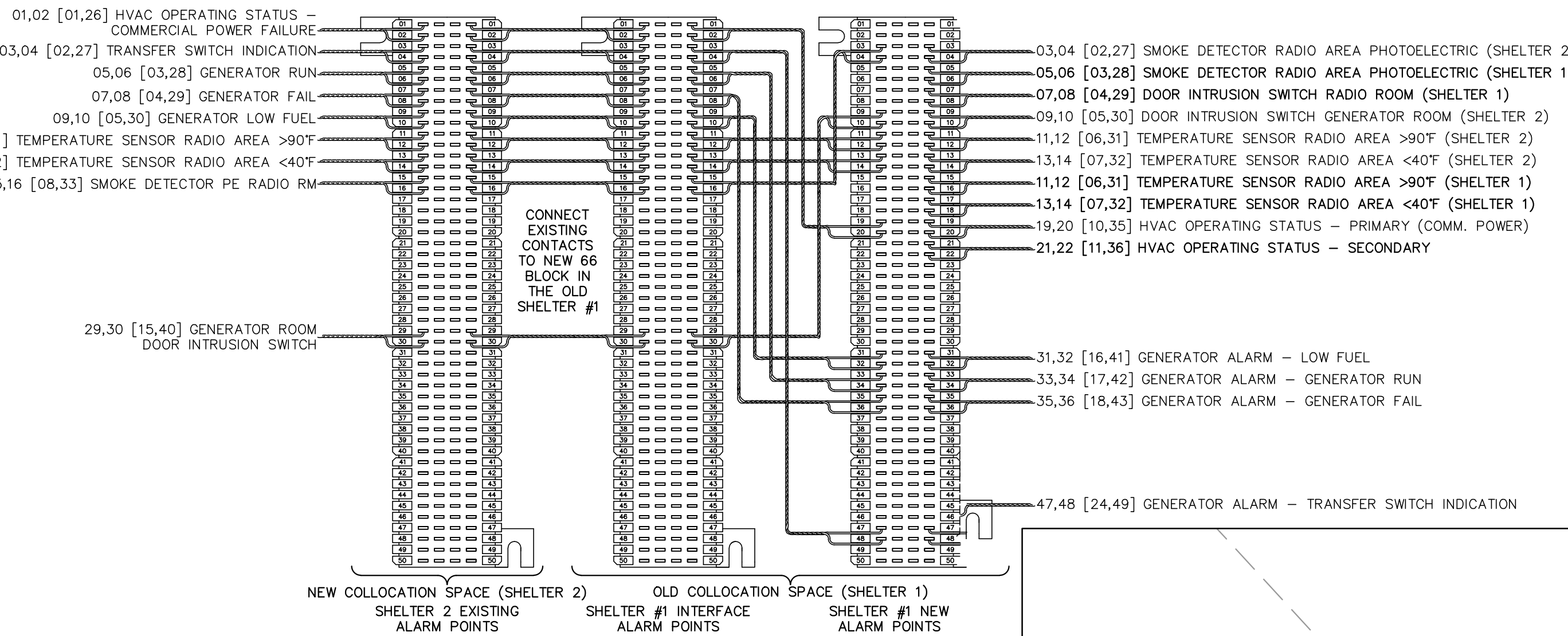
LOW TEMPERATURE ALARM  
CONTACTS OPEN ON TEMPERATURE DECREASE (OR FALL).

HVAC FAIL ALARM  
WHEN HIGH/LOW PRESSURE SWITCHES ACTIVATE THE LOCK OUT RELAY, THE ALARM CONTACTS WILL CLOSE SENDING AN ALARM.

HVAC POWER FAILURE ALARM  
THE AC FAIL RELAY IS CONNECTED TO EACH LINE PHASE. THE N.O. CONTACTS CLOSE UPON POWER UP. CONTACTS OPEN UPON LOSS OF POWER SENDING AN ALARM.

GENERATOR CONDITION ALARMS  
CONNECT AS PER GENERATOR MANUFACTURERS REQUIREMENTS

03,04 [02,27] SMOKE DETECTOR RADIO AREA PHOTOELECTRIC  
66 BLOCK TERMINAL NUMBERS  
TERMINAL DESCRIPTION  
DIN CONNECTOR PIN NUMBERS (FOR REFERENCE)

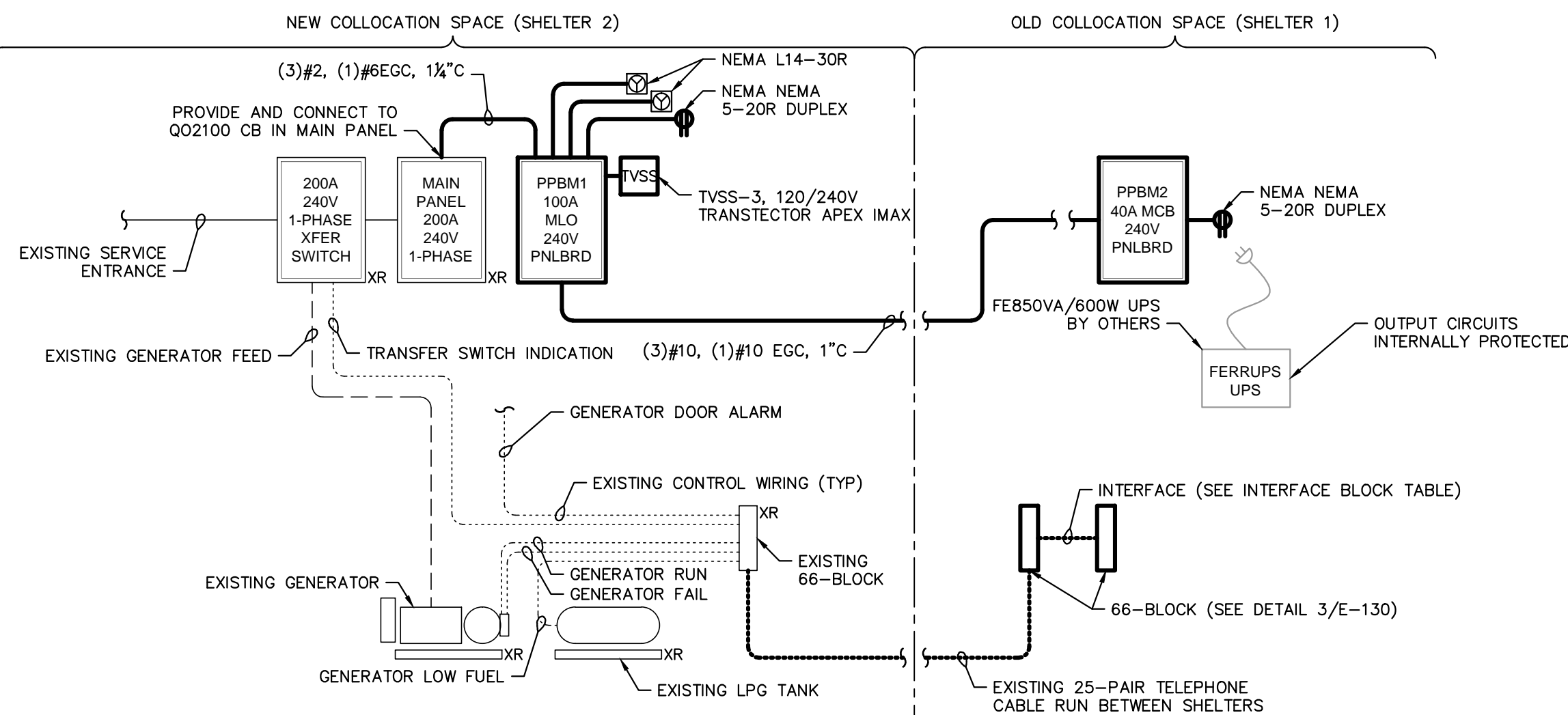


### 66-BLOCK INTERFACE DETAIL

66-BLOCK NOTES:  
GENERATOR SOFTWARE PROGRAMMING BY GENERAC AUTHORIZED DEALER (TROY BELTING AND SUPPLY COMPANY, BRIAN ENGLERT, 518-272-4920) ALLOW \$1100 FOR PROGRAMMING.

PANELBOARD SCHEDULE									
DESIGNATION: PPBM1 CABINET NEMA TYPE: 100 3R □ 4 □ 4X □ 12 □ SINGLE SECTION □ DOUBLE SECTION □ MOUNTING: FLUSH □ SURFACE □ MAINS: 125A VOLTAGE: 120/240 PHASE: 1 NO. WIRES: 3 OTHER REQ:	<input checked="" type="checkbox"/> FULL RATED EQUIPMENT RATING IS REQUIRED FOR THIS PANELBOARD		PANELBOARD SHORT CIRCUIT RATING 25,000 - RMS SYMMETRICAL AMPERES						
	<input checked="" type="checkbox"/> UL LISTED INTEGRATED EQUIPMENT SHORT CIRCUIT RATING IS ACCEPTABLE FOR THIS PANELBOARD		MAIN LUG ONLY <input checked="" type="checkbox"/>						
	<input type="checkbox"/> A COORDINATED SELECTIVE SCHEME IS REQUIRED FOR THIS PANELBOARD		FRAME		POLES	ATE	<input checked="" type="checkbox"/> COMPONENTS <input checked="" type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW		
				100A					
BRANCH/FEEDER CIRCUIT BREAKERS									
	CIRCUIT NO.	FRAME	POLES	ATE	LOAD	<input checked="" type="checkbox"/> COMPONENTS <input checked="" type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW	SERVES/REMARKS		
FULL CAPACITY NEUTRAL BUS EQUIPMENT GROUNDING BUS ISOLATED SECONDARY SURGE ARRESTERS	1	100	2	60			TVSS-3		
	2	100	2	30			PANELBOARD PPBM2		
	3	100	2	30			RECEPTACLE NEMA L14-30R		
	4	100	2	30			RECEPTACLE NEMA L14-30R		
	5	100	1	20			RECEPTACLE 20A CABLE ENTRY PORT		
	6	100	1				SPACE		
	7	100	1				SPACE		
	8	100	1				SPACE		

PANELBOARD SCHEDULE									
DESIGNATION: PPBM2 CABINET: NEMA TYPE: 100 3R □ 4 □ 4X □ 12 □ SINGLE SECTION □ DOUBLE SECTION □ MOUNTING: FLUSH □ SURFACE □ MAINS: 40A VOLTAGE: 120/240 PHASE: 1 NO. WIRES: 3 OTHER REQ:  FULL CAPACITY □ NEUTRAL BUS □ EQUIPMENT □ GROUNDING BUS □ ISOLATED □ GROUNDING BUS □ SECONDARY SURGE ARRESTERS □	<input checked="" type="checkbox"/> FULL RATED EQUIPMENT RATING IS REQUIRED FOR THIS PANELBOARD	PANELBOARD SHORT CIRCUIT RATING 25,000 - RMS SYMMETRICAL AMPERES							
	<input checked="" type="checkbox"/> UL LISTED INTEGRATED EQUIPMENT SHORT CIRCUIT RATING IS ACCEPTABLE FOR THIS PANELBOARD	MAIN LUG ONLY <input checked="" type="checkbox"/> MAIN CIRCUIT BREAKER <input type="checkbox"/>							
	<input type="checkbox"/> A COORDINATED SELECTIVE SCHEME IS REQUIRED FOR THIS PANELBOARD	FRAME POLES		ATE		COMPONENTS			<input checked="" type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW
		100		2		30			
BRANCH/FEEDER CIRCUIT BREAKERS									
CIRCUIT NO.	FRAME	POLES	ATE	LOAD	COMPONENTS <input checked="" type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW	SERVES/REMARKS			
1	100	2	30			FEEDER FROM PPBM-1			
2	100	1	20			UPS EXTERNAL BYPASS SWITCH			
3	100	1				SPACE			
4	100	1				SPACE			
5	100	1				SPACE			



#### ELECTRICAL ONE-LINE DIAGRAM NOTES:

- UPS (FE850VA/600W, 120V) PROVIDED AND INSTALLED BY COUNTY
- DUPLEX NEMA 5-20R RECEPTACLES PROVIDED AND INSTALLED BY EC
- SIMPLEX NEMA 14-30R RECEPTACLES PROVIDED AND INSTALLED BY EC

### ELECTRICAL ONE-LINE DIAGRAM

SCALE: NTS

66 BLOCK INTERFACE TABLE	
EXISTING SHELTER 2 ALARM POINTS	NEW INTERFACE SHELTER 1 ALARM POINTS
01,02 [01,26]	19,20 [10,35]
03,04 [02,27]	47,48 [24,49]
05,06 [03,28]	33,34 [17,42]
07,08 [04,29]	35,36 [18,43]
09,10 [05,30]	31,32 [16,41]
11,12 [06,31]	11,12 [06,31]
13,14 [07,32]	13,14 [07,32]
15,16 [08,33]	15,16 [08,33]
29,30 [15,40]	09,10 [05,30]

#### EQUIPMENT:

- PAGING AND NYSP MICROWAVE
- MICROWAVE, ROUTER, RECTIFIER AND BATTERIES
- EXISTING SQUARE-D MAIN PANELBOARD
- EXISTING TVSS #1
- EXISTING NYSEG PANELBOARD
- EXISTING TVSS #2

#### GENERAL NOTES:

- REFER TO GROUNDING NOTES DRAWING E-001
- RADIO EQUIPMENT VENDORS TO BOND THEIR EQUIPMENT AND RACKS/CHASSIS TO THE INTERNAL PERIMETER GROUNDING (EARTHING) SYSTEM USING CONDUCTORS AND CONNECTORS IN ACCORDANCE WITH MOTOROLA R56 STANDARDS
- CABLE TRAY BONDING CONDUCTOR TO MAIN GROUND BAR SHOWN FOR REFERENCE
- COORDINATE LOCATION OF EQUIPMENT WITH EQUIPMENT INSTALLER TO PROVIDE PROPER WORKING CLEARANCES IN ACCORDANCE WITH THE NEC.



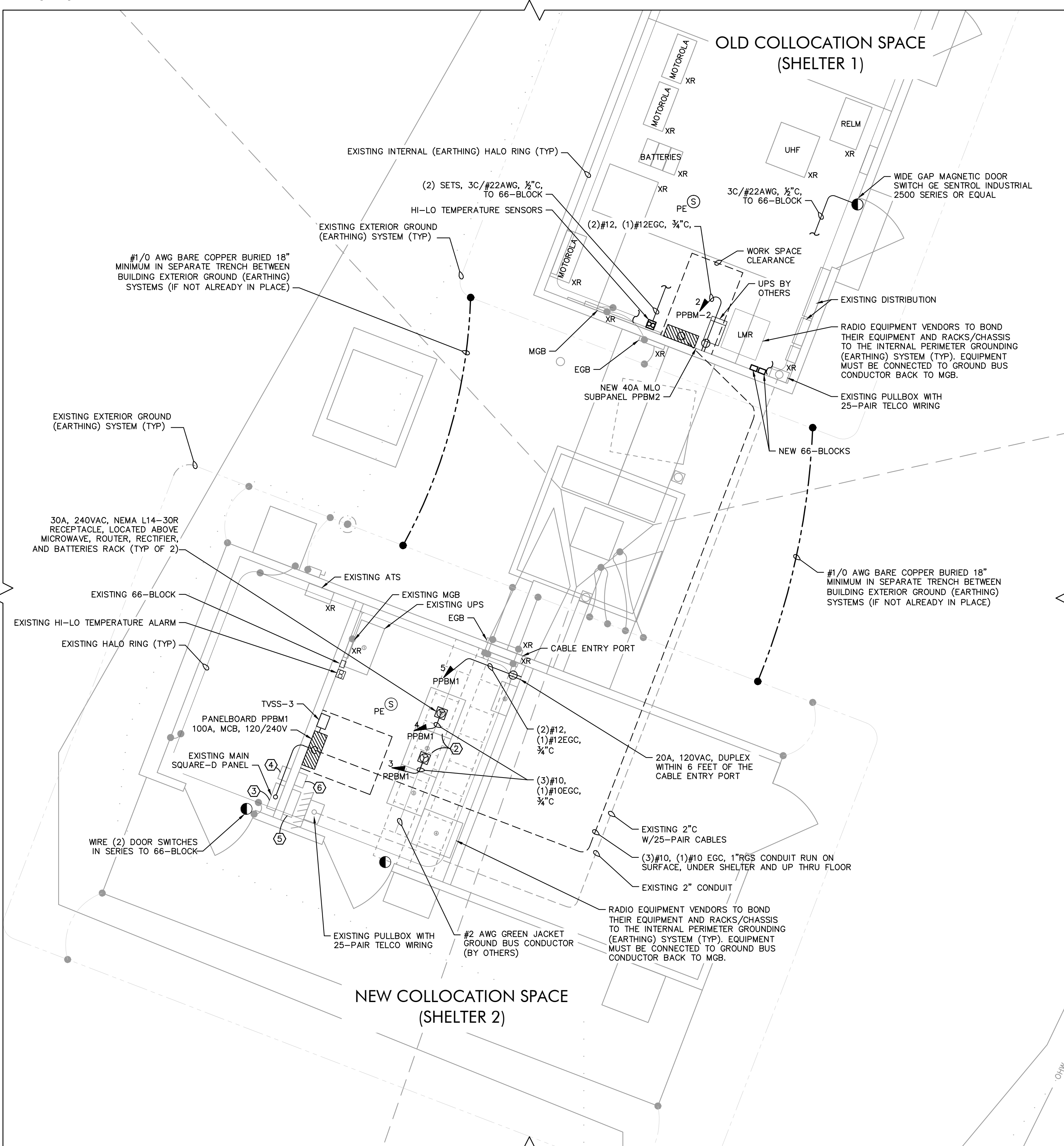
PLUMB EXCEL GROUP  
ENGINEERING, P.C.  
4 Wolfert Avenue  
Albany, New York 12204  
PHONE: 518.465.6037 FAX: 518.465.5210

REVISION No.	DATE:
JOB NO.	12-247-000
DATE	15.MAR.13
SCALE	AS NOTED
DESIGNED BY	WAF
DRAWN BY	WAF
CHECKED BY	KLA
REVISION No.	00

ESSEX COUNTY - PUBLIC SAFETY  
RADIO COMMUNICATIONS SYSTEM  
BLUE MOUNTAIN (NYSEG) - BLUE  
MOUNTAIN SUMMIT - TOWN OF  
INDIAN LAKE, HAMILTON COUNTY  
NY 12812

DWG. NO.

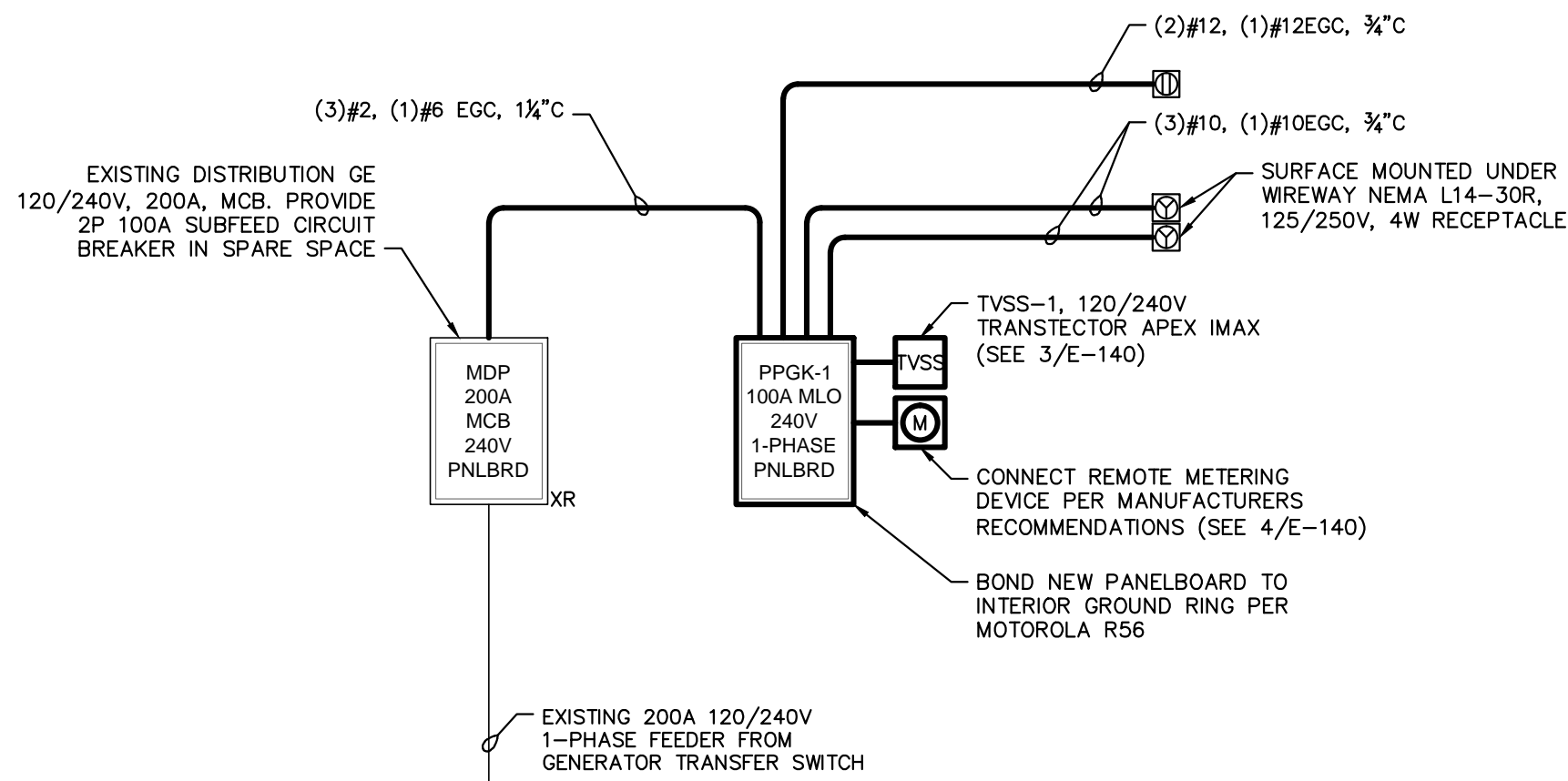
E-130



### BLUE MOUNTAIN

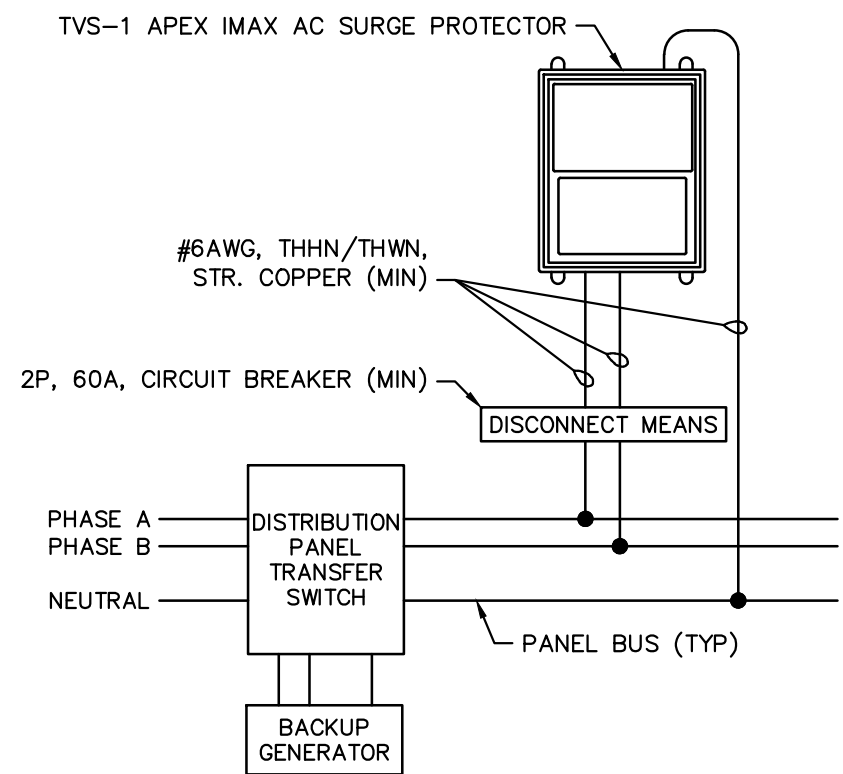
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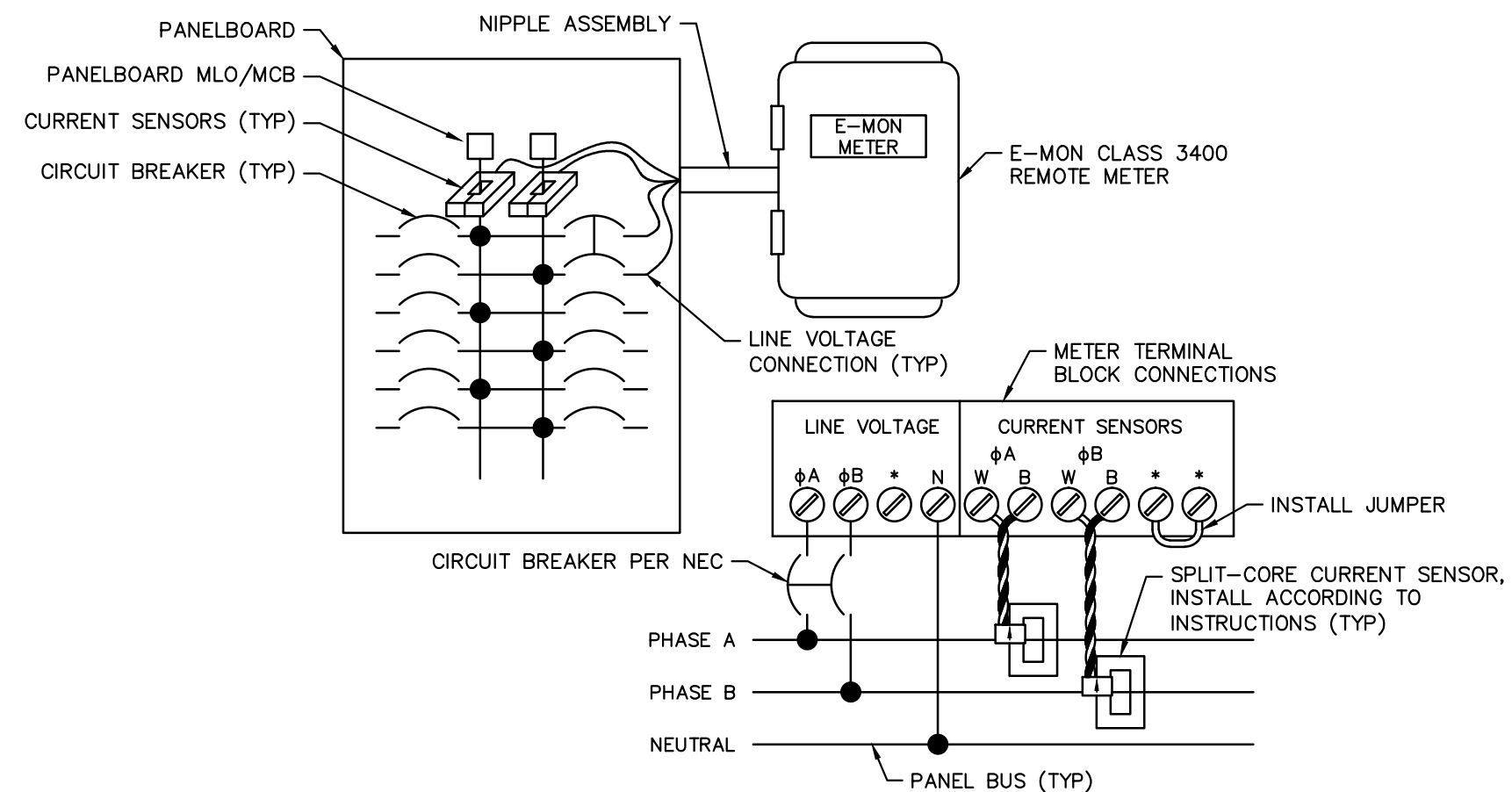


ETV & SATELLITE SIGNAL ROOM  
GENERATOR BLDG (BELOW)

2 ELECTRICAL ONE-LINE DIAGRAM  
SCALE: NTS



3 APEX IMAX SPLIT PHASE SYSTEM ONE-LINE WIRING DIAGRAM  
SCALE: NTS



4 E-MON METER SINGLE-PHASE, 3-WIRE, 120/240V, 120/208V INSTALLATION DIAGRAM  
SCALE: NTS

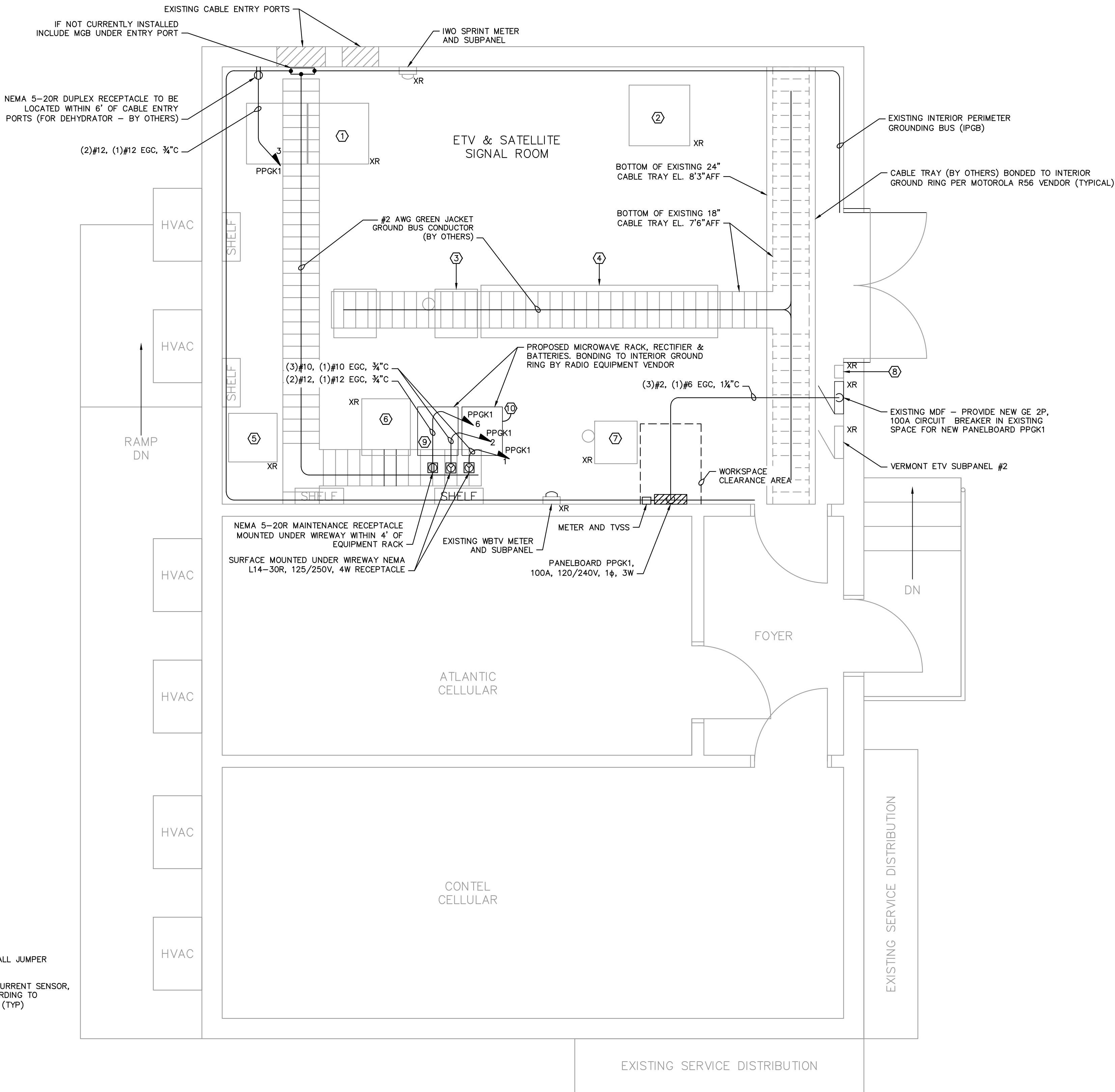
PANELBOARD SCHEDULE									
DESIGNATION: PPGK1 CABINET NEMA TYPE: 100 3R 4 4 4 12 12 SINGLE SECTION <input type="checkbox"/> DOUBLE SECTION <input type="checkbox"/> MOUNTING: <input type="checkbox"/> FLUSH <input type="checkbox"/> SURFACE <input checked="" type="checkbox"/> MAINS: 100A VOLTAGE: 120/240 PHASE: 1 NO. WIRES: 3 OTHER REQ:		<input checked="" type="checkbox"/> FULL RATED EQUIPMENT RATING IS REQUIRED FOR THIS PANELBOARD			PANELBOARD SHORT CIRCUIT RATING 25,000 RMS SYMMETRICAL AMPERES				
		<input checked="" type="checkbox"/> UL LISTED INTEGRATED EQUIPMENT SHORT CIRCUIT RATING IS ACCEPTABLE FOR THIS PANELBOARD			MAIN LUG ONLY <input checked="" type="checkbox"/>				
		<input type="checkbox"/> A COORDINATED SELECTIVE SCHEME IS REQUIRED FOR THIS PANELBOARD			FRAME POLES ATE			COMPONENTS	
					125			<input checked="" type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW	
BRANCH/FEEDER CIRCUIT BREAKERS									
CIRCUIT NO.	FRAME	POLES	ATE	LOAD	<input checked="" type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW	SERVES/REMARKS			
1	100	2	30			REC. RECTIFIER & BATTERY RACK			
2	100	2	30			REC. RECTIFIER & BATTERY RACK			
3	100	1	20			REC. ENTRY PORT			
4	100	2	20			METERING DEVICE			
5	100	2	60			TVSS-1 APEX IMAX			
6	100	1	20			REC. MAINTENANCE			
7-9	100	1				SPACE			

EQUIPMENT:

- EXISTING IWO SPRINT
- EXISTING VERIZON FIBER
- EXISTING DC POWER SHELF
- EXISTING NEXTEL CABINETS
- EXISTING GLENAYER/CENTER VT COMMUNICATION
- EXISTING BORDER CROSSING
- EXISTING RIKERS MOTOROLA
- EXISTING NOAA WEATHER SERVICE
- PROPOSED MICROWAVE RACK
- PROPOSED RECTIFIER AND BATTERIES

GENERAL NOTES:

- REFER TO GROUNDING NOTES DRAWING E-001
- RADIO EQUIPMENT VENDORS TO BOND THEIR EQUIPMENT AND RACKS/CHASSIS TO THE INTERNAL PERIMETER GROUNDING (EARTHING) SYSTEM USING CONDUCTORS AND CONNECTORS IN ACCORDANCE WITH MOTOROLA R56 STANDARDS
- CABLE TRAY BONDING CONDUCTOR TO MAIN GROUND BAR SHOWN FOR REFERENCE
- COORDINATE LOCATION OF EQUIPMENT WITH EQUIPMENT INSTALLER TO PROVIDE PROPER WORKING CLEARANCES IN ACCORDANCE WITH THE NEC.



1 GRANDPAS KNOB  
SCALE: 3/8"=1'-0"



PlumbExcel Group  
ENGINEERING, P.C.  
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Albany, New York 12204  
PHONE: 518.465.6037 FAX: 518.465.5210

REVISION No. DATE:

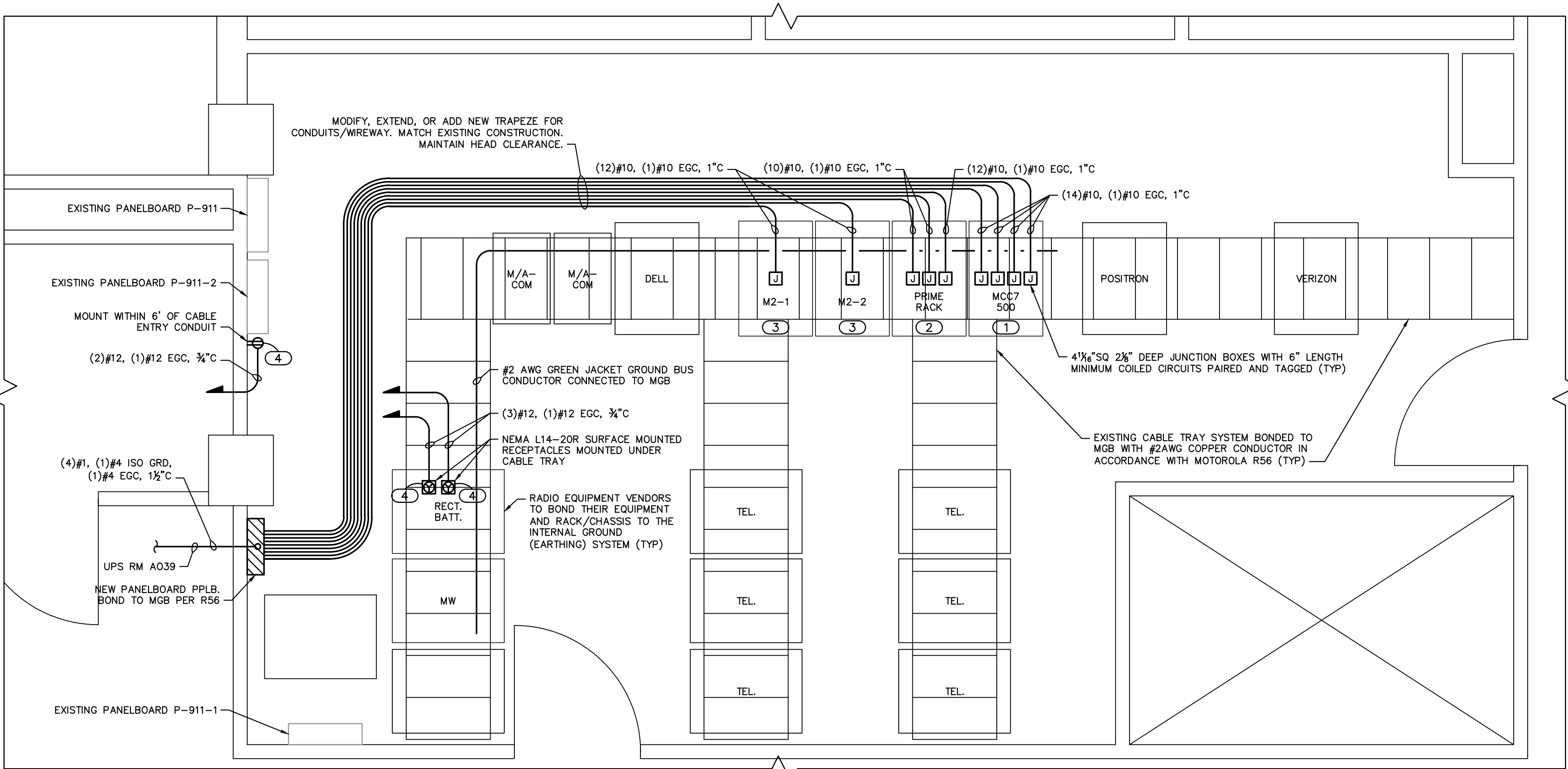
JOB NO. 12-247-000  
DATE 15.MAR.13  
SCALE AS NOTED  
DESIGNED BY WAF  
DRAWN BY WAF  
CHECKED BY KLA  
REVISION No. 00

ESSEX COUNTY - PUBLIC SAFETY  
RADIO COMMUNICATIONS SYSTEM  
GRANDPA'S KNOB  
CASTLETON, RUTLAND COUNTY VT

DWG. NO.

E-140

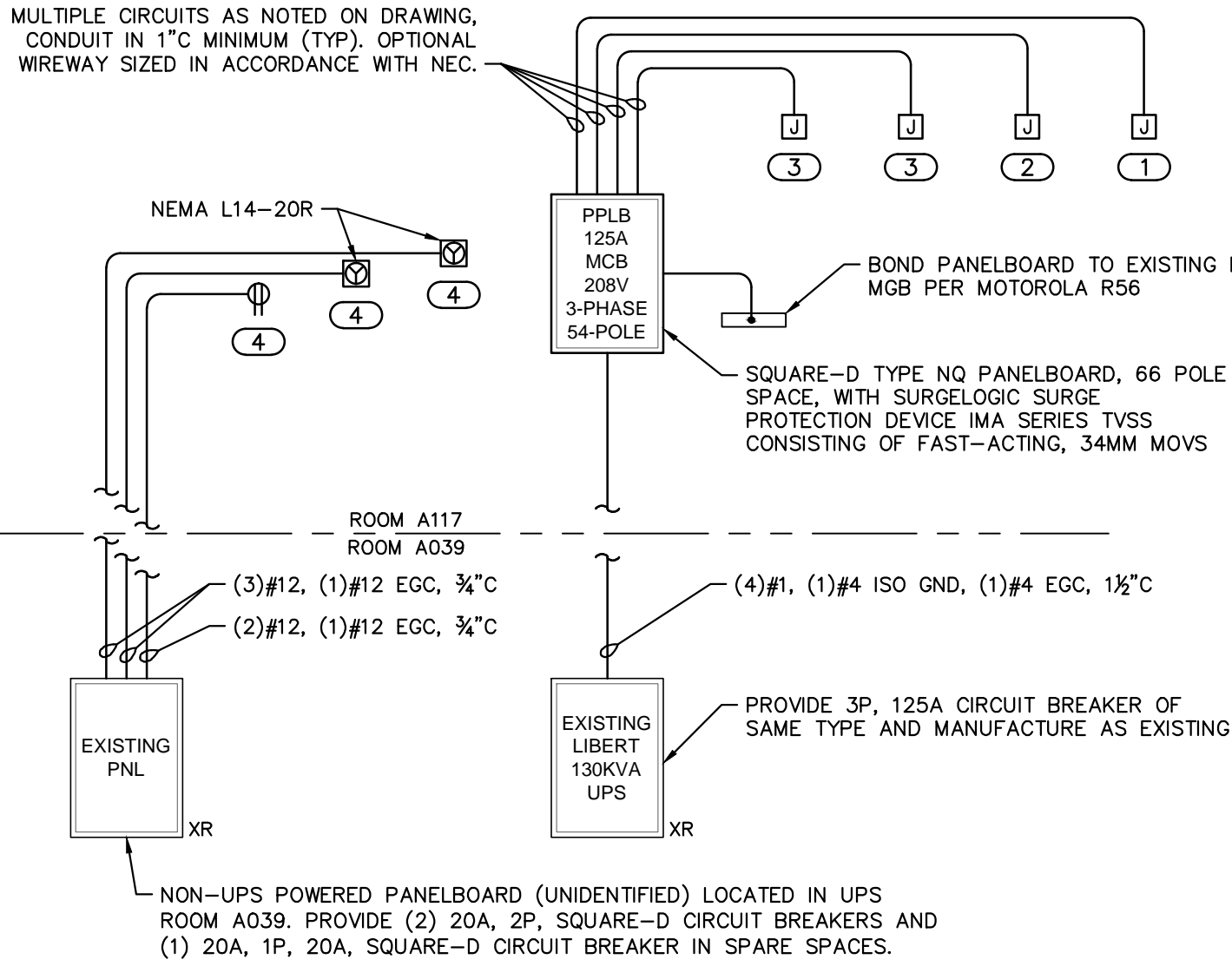




2 ENLARGED DATA ROOM A-117  
E-150 SCALE: 1/2"=1'-0"

KEYED NOTES:

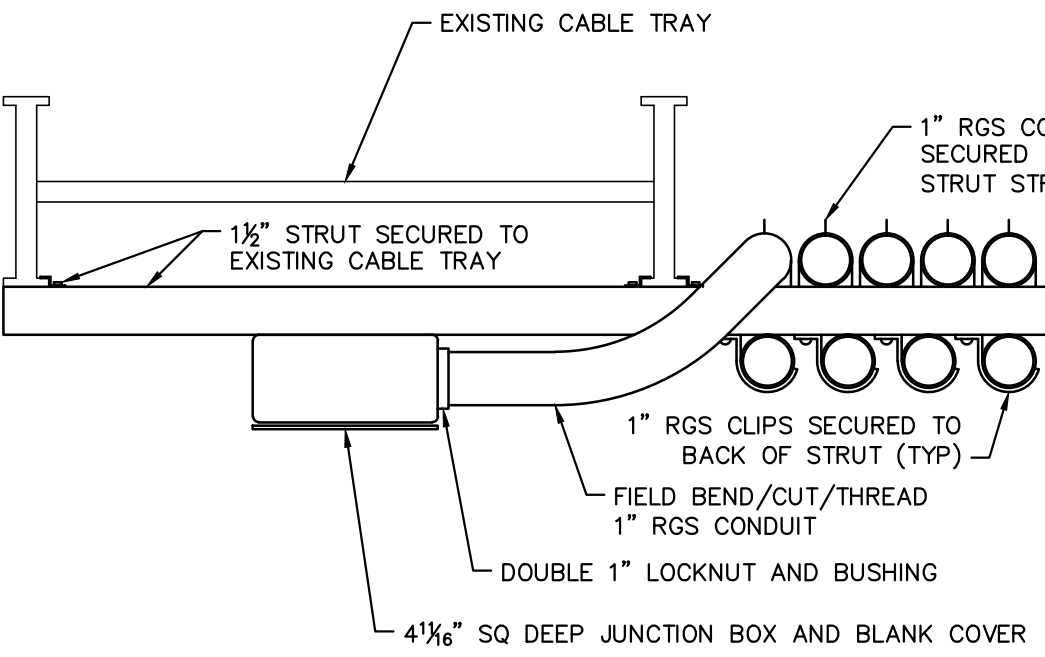
- 1 ABOVE MCC7500 RACK SUPPLY A TOTAL OF TWENTY-EIGHT (28) 120V CIRCUITS WITH 6" MINIMUM LENGTH PIGTAILS COILED AND TAGGED IN JUNCTION BOXES. PROVIDE SEPARATE NEUTRAL CONDUCTOR FOR EACH CIRCUIT. BOND BOX, CONDUIT, SUPPORTS TO INTERIOR GROUND SYSTEM PER MOTOROLA R56.
- 2 ABOVE PRIME RACK PROVIDE A TOTAL OF SIXTEEN (16) 120V CIRCUITS WITH 6" MINIMUM LENGTH PIGTAILS COILED AND TAGGED IN JUNCTION BOXES. PROVIDE SEPARATE NEUTRAL CONDUCTOR FOR EACH CIRCUIT. BOND BOX, CONDUIT, SUPPORTS TO INTERIOR GROUND SYSTEM PER MOTOROLA R56.
- 3 ABOVE M2-1 AND M2-2 RACKS PROVIDE A TOTAL OF TWELVE (12) 120V CIRCUITS WITH 6" MINIMUM LENGTH PIGTAILS COILED AND TAGGED IN JUNCTION BOXES. SIX (6) CIRCUITS OVER EACH RACK. PROVIDE SEPARATE NEUTRAL CONDUCTOR FOR EACH CIRCUIT. BOND BOX, CONDUIT, SUPPORTS TO INTERIOR GROUND SYSTEM PER MOTOROLA R56.
- 4 PROVIDE CONDUIT AND CONDUCTORS TO NON-UPS POWER PANELBOARD LOCATED IN UPS ROOM A039. PROVIDE SQUARE-D 1P, 20A CIRCUIT BREAKERS IN SPACES PROVIDED. UPDATE PANELBOARD DIRECTORY.



3 ELECTRICAL ONE-LINE DIAGRAM  
E-150 SCALE: NTS

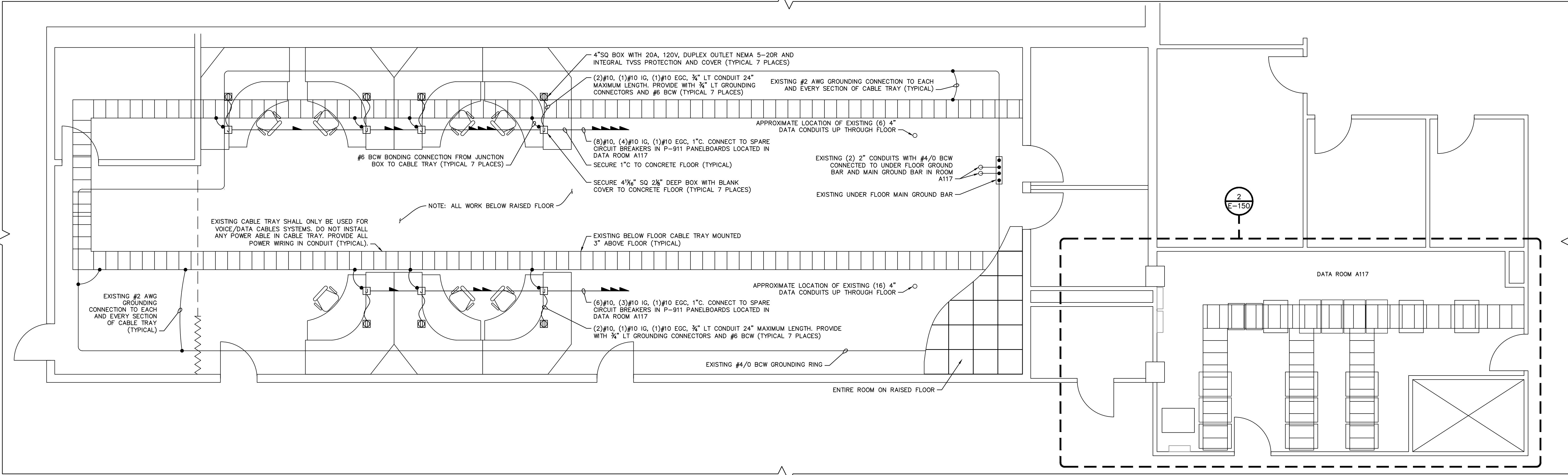
GENERAL NOTES:

1. REFER TO GROUNDING NOTES DRAWING E-001
2. RADIO EQUIPMENT VENDORS TO BOND THEIR EQUIPMENT AND RACKS/CHASSIS TO THE INTERNAL PERIMETER GROUNDING (EARTHING) SYSTEM USING CONDUCTORS AND CONNECTORS IN ACCORDANCE WITH MOTOROLA R56 STANDARDS
3. CABLE TRAY BONDING CONDUCTOR TO MAIN GROUND BAR SHOWN FOR REFERENCE
4. COORDINATE LOCATION OF EQUIPMENT WITH EQUIPMENT INSTALLER TO PROVIDE PROPER WORKING CLEARANCES IN ACCORDANCE WITH THE NEC.



NOTE: DETAIL SHOWING POSSIBLE PARTIAL HANGER ASSEMBLY. FIELD MODIFY AS NEEDED.

4 TRAPAZZE MODIFICATION DETAIL  
E-150 SCALE: NTS



1 PARTIAL LEWIS PUBLIC SAFETY BUILDING  
E-150 SCALE: 1/4"=1'-0"

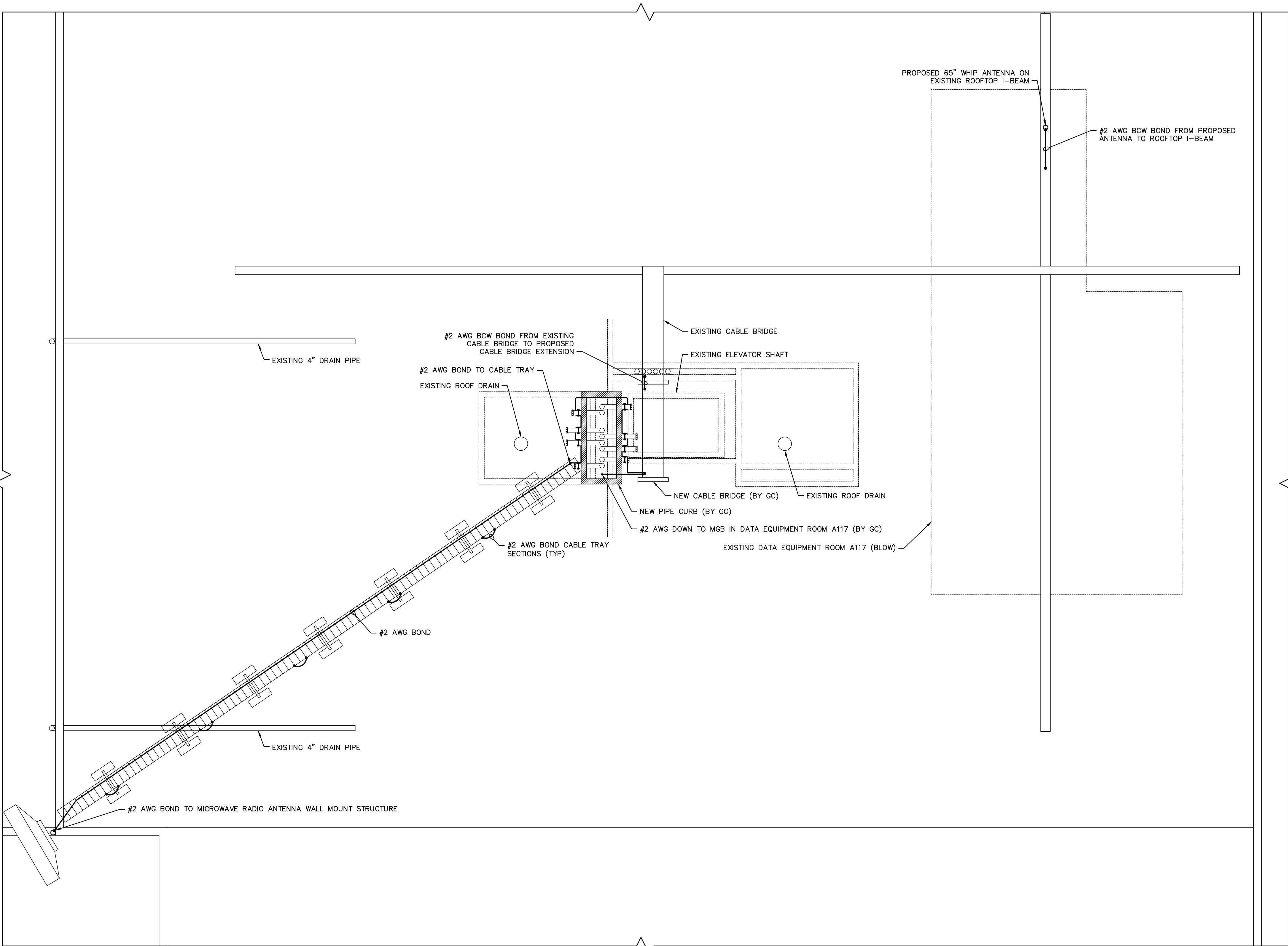


PLUMB EXCEL GROUP  
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Albany, New York 12204  
PHONE: 518.465.6037 FAX: 518.465.5210

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JOB NO. 12-247-000	DATE 15.MAR.13
SCALE AS NOTED	DESIGNED BY WAF
DRAWN BY WAF	CHECKED BY KLA
REVISION No. 00	

ESSEX COUNTY - PUBLIC SAFETY  
RADIO COMMUNICATIONS SYSTEM  
LEWIS PUBLIC SAFETY BUILDING  
702 STOWERSVILLE ROAD -  
TOWN OF LEWIS, ESSEX COUNTY  
NY 12950

DWG. NO.  
E-150



1  
E-151  
PARTIAL ROOF BONDING PLAN  
SCALE: 1/4"=1'-0"

ROOFTOP NOTES:

FOR ROOFTOP WORK SEE DRAWINGS E-101 AND TECTONIC DRAWING C-2.

GENERAL CONTRACTOR (GC) SHALL PERFORM ALL ROOFTOP MODIFICATIONS. DRAWING PROVIDED TO ELECTRICAL CONTRACTOR (EC) FOR REFERENCE.

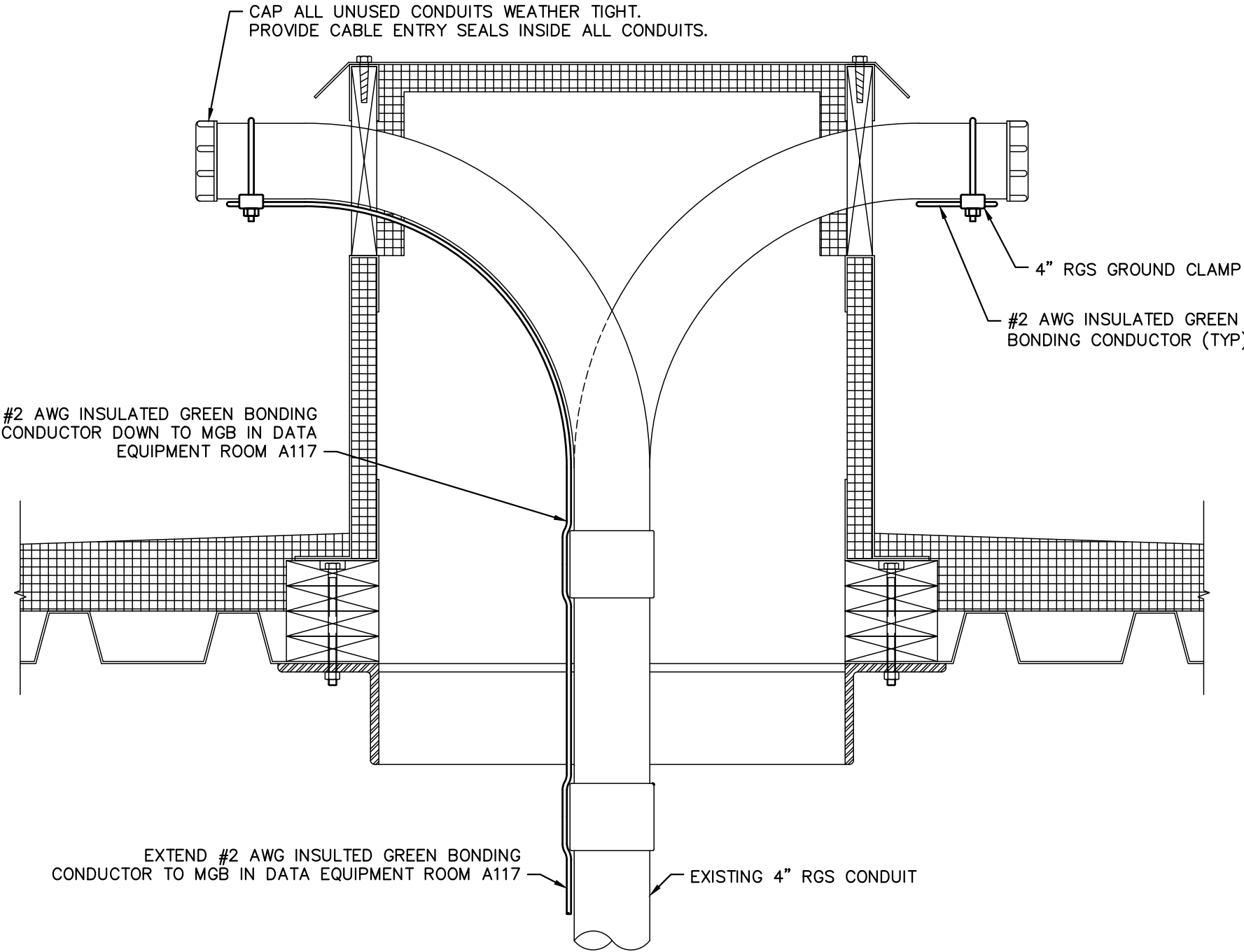
GENERAL CONTRACTOR (GC) SHALL BOND ROOFTOP DOGHOUSE, CABLE BRIDGE, MICROWAVE ANTENNA MOUNT, AND OTHER ASSOCIATED COMPONENTS TO THE BUILDINGS GROUNDING (EARTHING) SYSTEM IN ACCORDANCE WITH MOTOROLA R56.

GENERAL CONTRACTOR (GC) SHALL BOND NEW 4" CABLE ENTRY CONDUITS (TOTAL OF 8) TO THE BUILDINGS GROUNDING (EARTHING) SYSTEM IN ACCORDANCE WITH MOTOROLA R56.

ALL ROOF-MOUNTED ANTENNA MASTS AND METAL SUPPORT STRUCTURES SHALL BE GROUNDED (EARTHED) (NFPA 70-2005, ARTICLE 810.15).

ALL ROOF-MOUNTED ANTENNA MASTS AND METAL SUPPORT STRUCTURE SHALL BE GROUNDED BY DIRECTLY BONDING TO THE BUILDINGS GROUNDING ELECTRODE SYSTEM. BONDING TO THE BUILDING ELECTRODE SYSTEM SHALL USE EFFECTIVELY GROUNDED STRUCTURAL BUILDING STEEL.

BONDING TO THE STRUCTURAL BUILDING STEEL SHALL BE MADE USING EXOTHERMIC WELDING, LISTED IRREVERSIBLE HIGH-COMPRESSION FITTINGS, OR OTHER FITTINGS LISTED FOR USE IN LIGHTING PROTECTION SYSTEMS.



2  
E-151  
PIPE CURB CONDUIT DETAIL  
SCALE: 1-1/2"=1'-0"




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ESSEX COUNTY – PUBLIC SAFETY  
RADIO COMMUNICATIONS SYSTEM  
LEWIS PUBLIC SAFETY BUILDING  
702 STOWERSVILLE ROAD –  
TOWN OF LEWIS, ESSEX COUNTY  
NY 12950

DWG. NO.  
E-151





 #22 RED  
 #22 WHT  
 #22 BLK


USE 3C/#22AWG SOL


 #22 RED  
 #22 WHT

} PINS 03,04 PHOTOELECTRIC  
 PINS 05,06 IONIZATION


 #22 BLK  
 #22 WHT

} PINS 07,08 RADIO ROOM  
 PINS 09,10 GENERATOR ROOM


 #22 RED  
 #22 WHT

} PINS 11,12 TEMP SENSOR RADIO RM  
 PINS 15,16 TEMP SENSOR GEN. RM

#22 RED  
#22 WHT  
#22 BLK

PINS 25 THRU 48 CONNECT AS PER  
GENERATOR MANUFACTURERS  
REQUIREMENTS

3 MOUNTAIN  
E-120 SCALE: NTS



1. UPS PROVIDED BY COUNTY AND INSTALLED BY EC
2. EXTERNAL BY-PASS SWITCH PROVIDED AND INSTALLED BY EC
3. ENCLOSED CIRCUIT BREAKER (ECB) PROVIDED AND INSTALLED BY EC
4. PANELBOARD PPAH-2 AND CIRCUIT BREAKERS PROVIDED AND INSTALLED BY EC
5. RECEPTACLES PROVIDED AND INSTALLED BY EC
6. EC PROVIDING, INSTALLING, AND TESTING THE UPS POWER DISTRIBUTION EQUIPMENT (DISTRIBUTION PANELBOARD, DISCONNECT BREAKERS, RECEPTACLES, AND EXTERNAL MAINTENANCE BYPASS SWITCH) TO BE CONTAINED WITHIN THE NEW PREFABRICATED EQUIPMENT SHELTER.

PANELBOARD SCHEDULE							
DESIGNATION: PPMP--1 CANNOT BE USED FOR NEMA TYPE: 1B 3RD 4 4X 12 □ SINGLE SECTION □ DOUBLE SECTION □ MOUNTING: FLUSH □ SURFACE □ MAINS: 40A VOLTAGE: 120/240 PHASE: 1 NO. WIRES: 3 OTHER REQ:	<input type="checkbox"/> FULL RATED EQUIPMENT RATING IS REQUIRED FOR THIS PANELBOARD	PANELBOARD SHORT CIRCUIT RATING 1000L RMS SYMMETRICAL AMPERES					
	<input checked="" type="checkbox"/> UL LISTED INTEGRATED EQUIPMENT SHORT CIRCUIT RATING IS ACCEPTABLE FOR THIS PANELBOARD	MAIN LUG ONLY <input checked="" type="checkbox"/> MAIN CIRCUIT BREAKER <input type="checkbox"/>					
	<input type="checkbox"/> A COORDINATED SELECTIVE SCHEME IS REQUIRED FOR THIS PANELBOARD	FRAME POLES ATE				COMPONENTS <input checked="" type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW	
BRANCH/FEEDEr CIRCUIT BREAKERS							
FULL CAPACITY NEUTRAL BUS EQUIPMENT GROUNDING BUS ISOLATED GROUNDING BUS SECONDARY SURGE ARRESTERS	CIRCUIT NO.	FRAME	POLES	ATE	LOAD	<input checked="" type="checkbox"/> COMPONENTS <input type="checkbox"/> NONE REQUIRED <input type="checkbox"/> SEE BELOW	SERVES/REMARKS
	1	100	1	20			RECEPTACLE LMR
	2	100	1	20			RECEPTACLE PAGING
	3	100	1	20			RECEPTACLE LMR
	4	100	1				SPACE
	5	100	1				SPACE
	6	100	1				SPACE

1. REFER TO GROUNDING NOTES DRAWING E-001
2. RATIO EQUIPMENT VENDORS TO BOND THEIR EQUIPMENT AND RACKS/CRISSES TO THE INTERNAL PERMITTED GROUNDING (EARTHING) SYSTEM USING CONDUCTORS AND CONNECTORS IN ACCORDANCE WITH MOTOROLA R56 STANDARDS
3. CABLE TRAY BONDING CONDUCTOR TO MAIN GROUND BARS SHOWN FOR REFERENCE
4. COORDINATE LOCATION OF EQUIPMENT WITH EQUIPMENT INSTALLER TO PROVIDE PROPER WORKING CLEARANCES IN ACCORDANCE WITH THE NEC.

- ① GROUND ROD WITH TEST WELL (SEE DETAIL 1/E-500)
- ② GROUND ROD (SEE DETAIL 2/E-500)
- ③ FENCE GATE GROUNDING (SEE DETAIL 9/E-500)
- ④ EC TO BOND LPG TO GROUNDING RING
- ⑤ GROUND RINGS SHALL BE INSTALLED IN DIRECT CONTACT WITH THE EARTHS AT A DEPTH OF 30" BELOW THE EARTH'S SURFACE WHENEVER POSSIBLE, OR BELOW THE FROST LINE, WHICHEVER IS DEEPER.
- ⑥ SHELTER GROUND RINGS SHALL BE INSTALLED AT LEAST 36" BELOW THE BUILDING FOUNDATION AND SHOULD BE INSTALLED BEYOND THE Drip LINE OF THE ROOF.
- ⑦ TOWER GROUND RINGS SHALL BE INSTALLED AT LEAST 24" FROM THE TOWER FOUNDATION.
- ⑧ ELECTRICAL CONTRACTOR (EC) SHALL GENERATE THE ELECTRONIC SERVICE REQUEST (ESR) WITH THE COMMERCIAL UTILITY PROVIDER AND COORDINATE THE DESIGN, INSTALLATION, AND TESTING OF THE SERVICE WITH THE UTILITY PROVIDER AND THE COUNTY'S GENERAL CONTRACTOR (GC)
- ⑨ TOWER GROUND BUS BONDED TO GROUNDING RING PER MOTOROLA STANDARDS AND GUIDELINES FOR COMMUNICATION SITES (LATEST REVISION)



**PLUM EXCEL GROUP**  
ENGINEERING, P.C.

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Albany, New York 12204

PHONE: 518.465.6037 FAX: 518.465.5210

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JOB NO.	12-247-000
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ESSEX COUNTY – PUBLIC SAFETY  
RADIO COMMUNICATIONS SYSTEM

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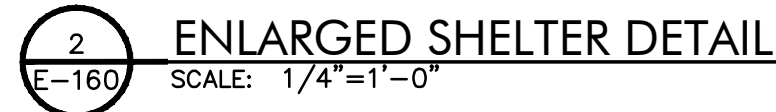
MOUNT PISGAH  
SUMMIT OF MOUNT PISGAH SKI  
AREA TOWN OF SAINT ARMAND  
ESSEX COUNTY NY 12983

DWG. NO.

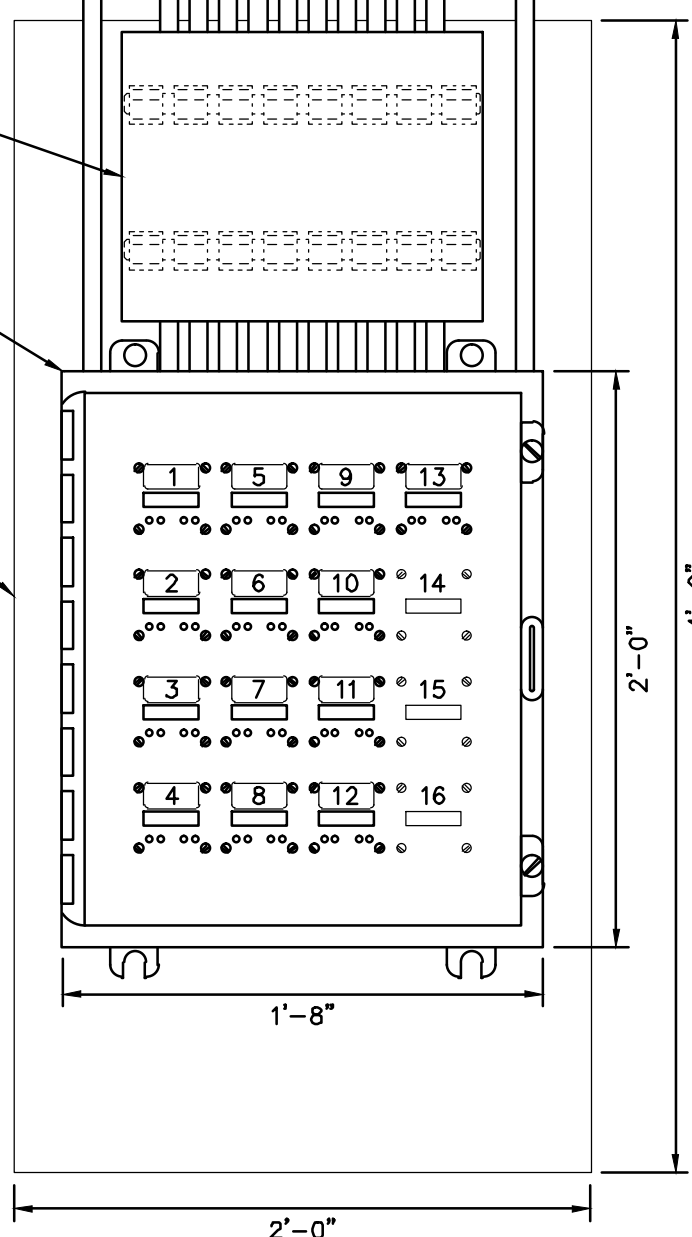
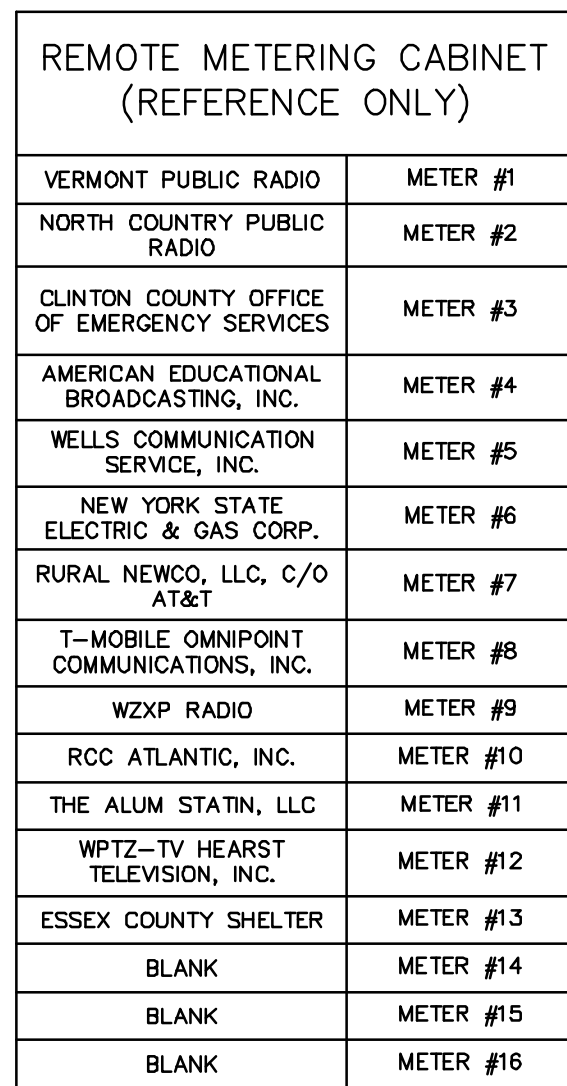
E-160



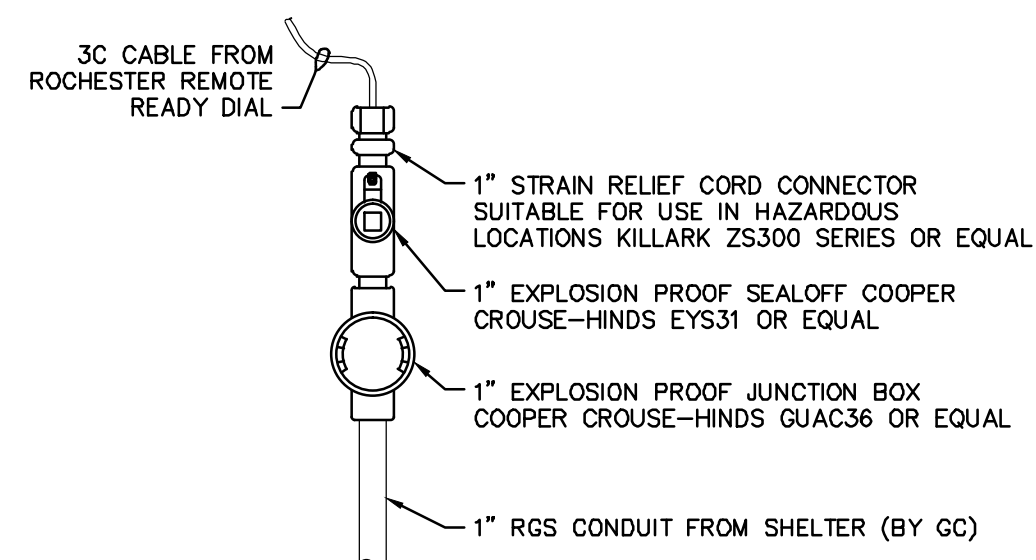
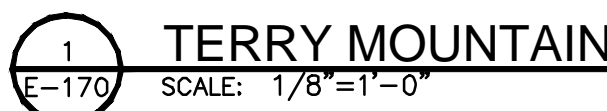
- ① COMBINERS PROVIDED/INSTALLED BY OTHERS
- ② AUTOMATIC TRANSFER SWITCH (ATS)
- ③ PANELBOARD PROVIDED/INSTALLED BY OTHERS
- ④ GENERATOR PROVIDED/INSTALLED BY OTHERS
- ⑤ MICROWAVE AND ROUTER PROVIDED/INSTALLED BY OTHERS
- ⑥ RECTIFIER AND BATTERIES PROVIDED/INSTALLED BY OTHERS
- ⑦ NYS CABINET PROVIDED/INSTALLED BY OTHERS
- ⑧ LMR PROVIDED/INSTALLED BY OTHERS
- ⑨ UPS PROVIDED BY OTHERS INSTALLED BY EC
- ⑩ PAGING PROVIDED AND INSTALLED BY OTHERS
- ⑪ NYS CABINET PROVIDED AND INSTALLED BY OTHERS







EACH CORNER FENCE POST SHALL BE BONDED TO THE NEAREST LOCATION OF THE BUILDING GROUND RING USING #2 AWG OR COARSER, BARE, SOLID OR STRANDED, TINNED, COPPER CONDUCTORS. THE GROUNDING CONDUCTOR SHALL BE BURIED TO THE SAME DEPTH AS THE BUILDING GROUND RING, WHEREVER PRACTICAL.



PROPOSED MMU16 LOCATION

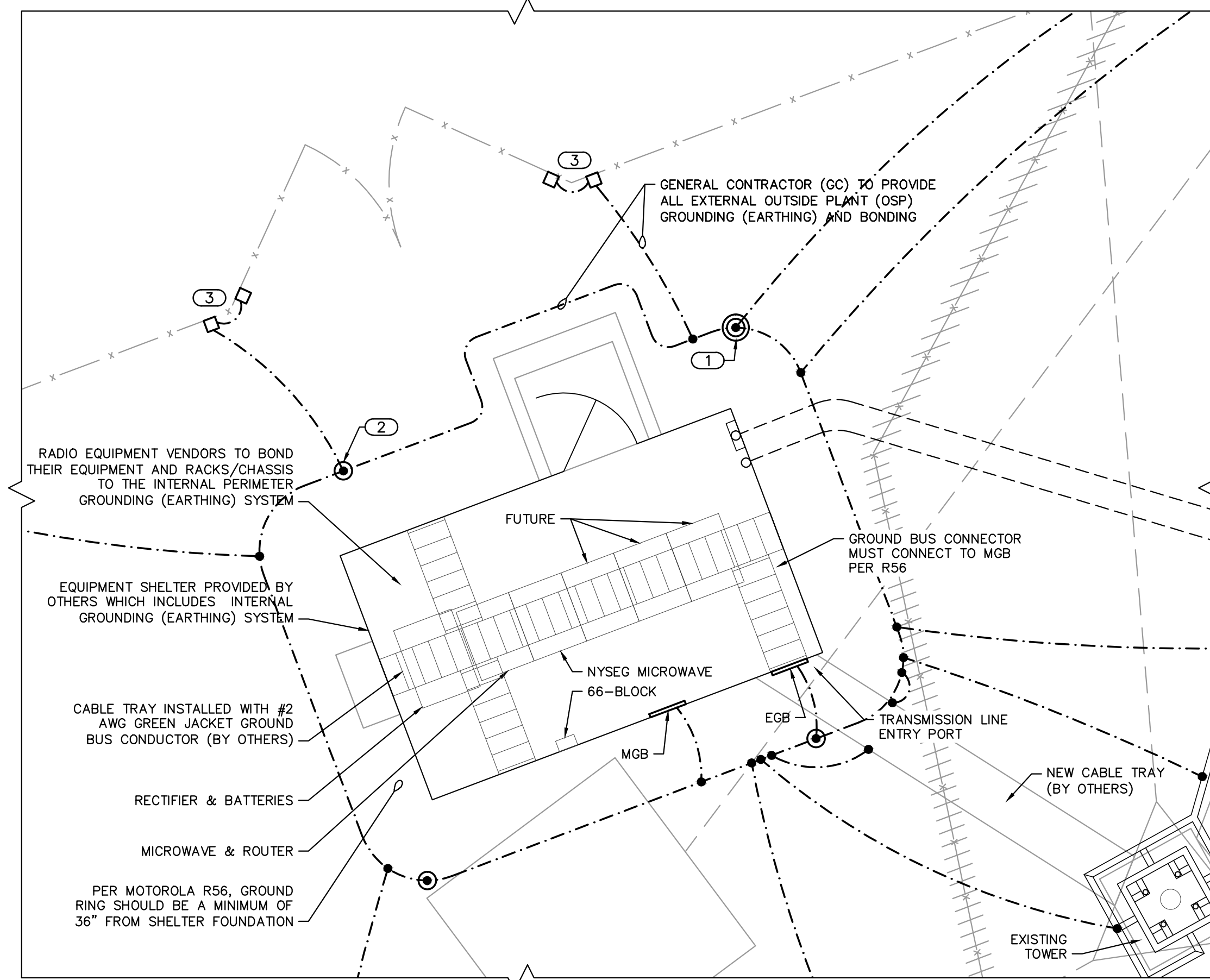


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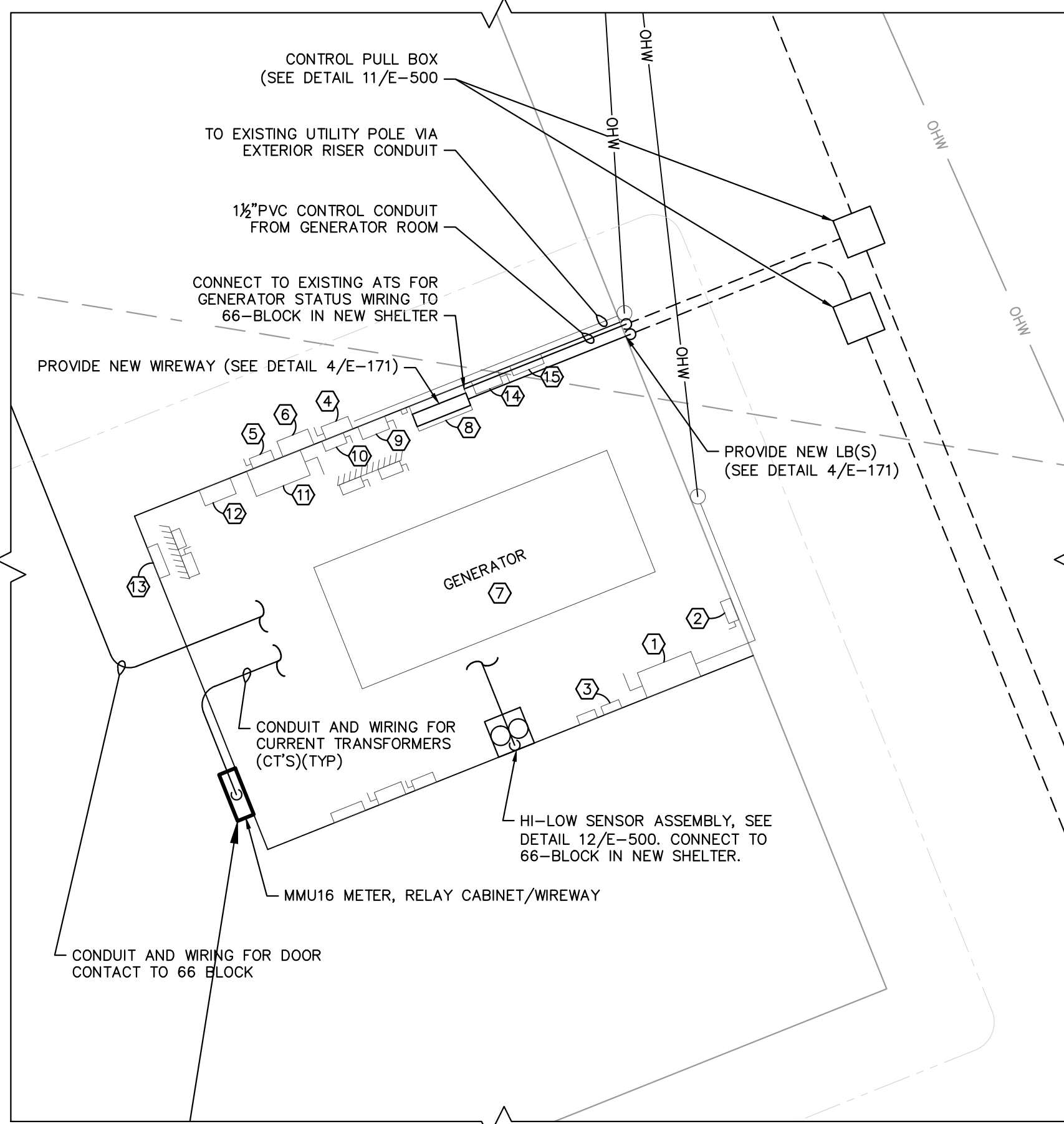
E-170

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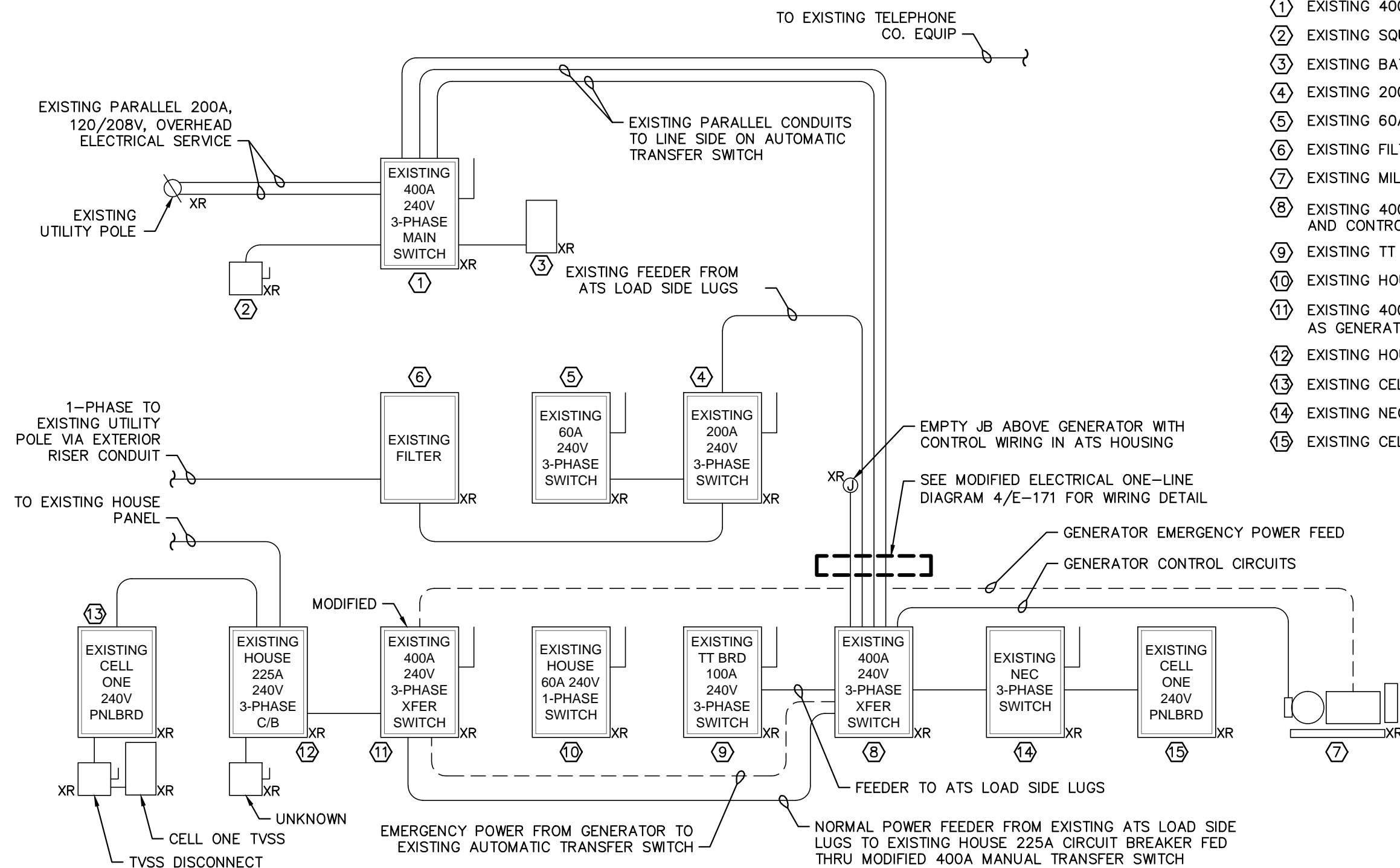
1 ENLARGED NEW SHELTER PLAN  
E-171 SCALE: 1/4"=1'-0"



2 PARTICAL ENLARGED EXISTING SHELTER PLAN  
E-171 SCALE: 1/4"=1'-0"

#### EXISTING EQUIPMENT:

- EXISTING 400A, 240V, 3-PHASE MAIN SWITCH
- EXISTING SQUARE-D 30A DISCONNECT
- EXISTING BATTERY CHARGER
- EXISTING 200A, 240V, 3-PHASE SWITCH
- EXISTING 60A, 240V, 3-PHASE SWITCH
- EXISTING FILTER (3-PHASE LINE, 1-PHASE LOAD)
- EXISTING MILTON-CAT 155KW, 3-PHASE, 208V, GENERATOR
- EXISTING 400A AUTOMATIC TRANSFER SWITCH (ATS) INTERIOR AND CONTROLS MOUNTED INSIDE EXISTING ASCO ENCLOSURE
- EXISTING TT PANELBOARD DISCONNECT, 100A, 240V, 3-PHASE
- EXISTING HOUSE DISCONNECT 60A, 240V, 1-PHASE
- EXISTING 400A MANUAL TRANSFER SWITCH MODIFIED TO BE USED AS GENERATOR DISCONNECT SWITCH (EMERGENCY LUGS REMOVED)
- EXISTING HOUSE ENCLOSED CIRCUIT BREAKER, 225A, 240V, 3-PHASE
- EXISTING CELL-ONE PANELBOARD
- EXISTING NEC 3-PHASE DISCONNECT
- EXISTING CELL-ONE PANELBOARD



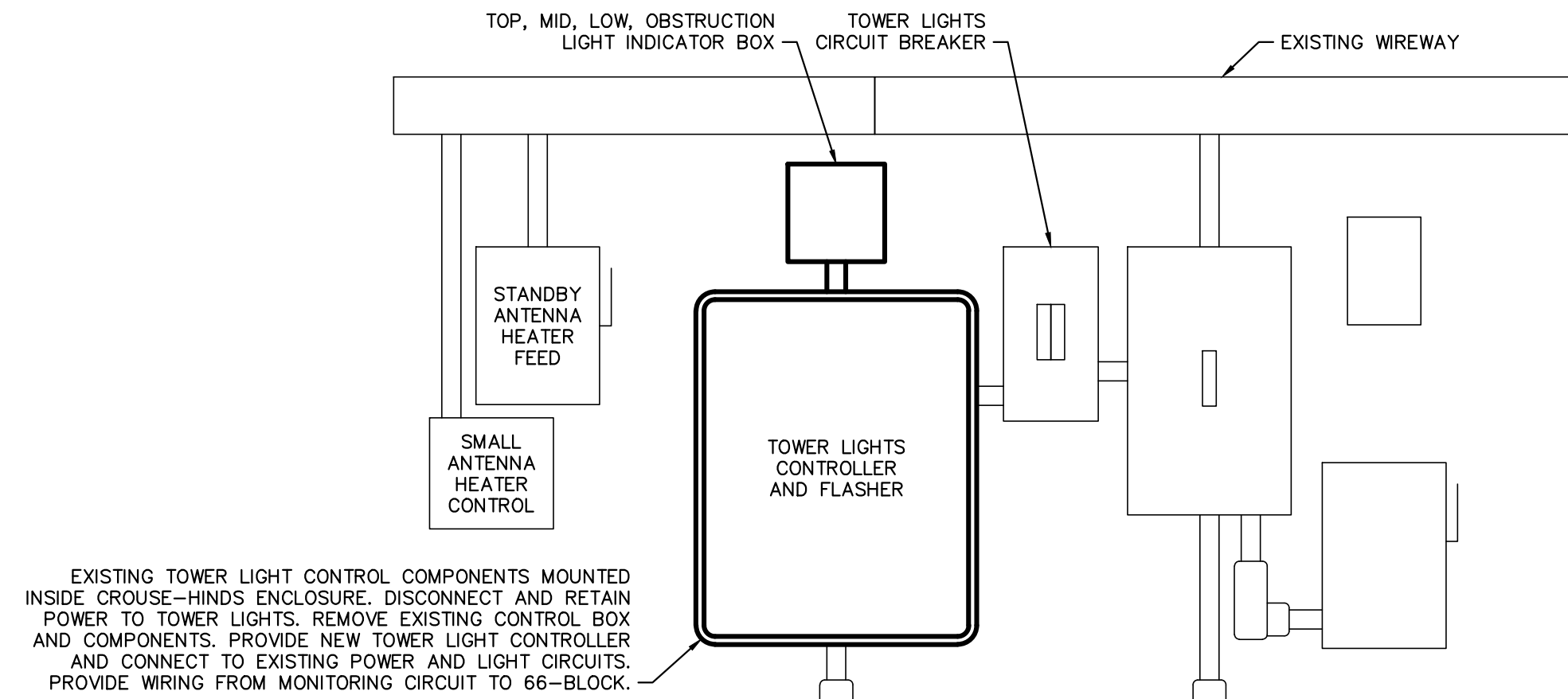
5 EXISTING ELECTRICAL ONE-LINE DIAGRAM  
E-171 SCALE: NTS

#### KEYED NOTES:

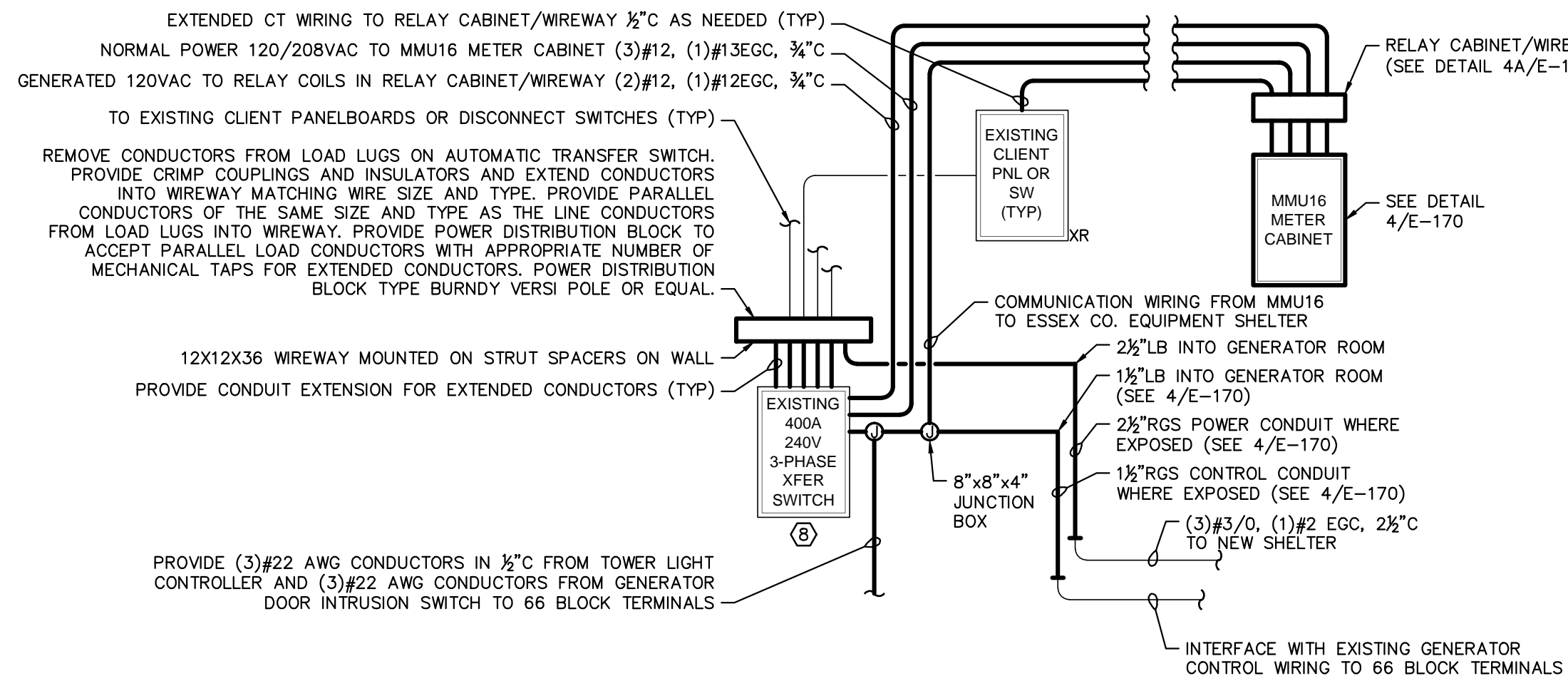
- GROUND ROD WITH TEST WELL (SEE DETAIL 1/E-500)
- GROUND ROD (SEE DETAIL 2/E-500)
- FENCE GATE GROUNDING (SEE DETAIL 9/E-500)

#### GENERAL NOTES:

- REFER TO GROUNDING NOTES DRAWING E-001
- RADIO EQUIPMENT VENDORS TO BOND THEIR EQUIPMENT AND RACKS/CHASSIS TO THE INTERNAL PERIMETER GROUNDING (EARTHING) SYSTEM USING CONDUCTORS AND CONNECTORS IN ACCORDANCE WITH MOTOROLA R56 STANDARDS
- CABLE TRAY BONDING CONDUCTOR TO MAIN GROUND BAR SHOWN FOR REFERENCE
- COORDINATE LOCATION OF EQUIPMENT WITH EQUIPMENT INSTALLER TO PROVIDE PROPER WORKING CLEARANCES IN ACCORDANCE WITH THE NEC.



3 TOWER LIGHTING CONTROLLER  
E-171 SCALE: NTS



4 MODIFIED ELECTRICAL ONE-LINE DIAGRAM  
E-171 SCALE: NTS

NOTE: CONTRACTOR TO SUPPLY AND INSTALL ALL REQUIRED INTERFACE MATERIAL AND EQUIPMENT TO ENSURE DRY CONTACT OPERATION TO 66-BLOCK AS INDICATED BELOW:

SMOKE DETECTION  
CONTACTS ARE N.C. UNDER A "NO SMOKE" CONDITION. WHEN SMOKE IS DETECTED, THESE CONTACTS OPEN.

MAGNETIC DOOR SWITCH  
N.O. CONTACTS CLOSE UPON DOOR CLOSURE. WHEN DOOR IS OPENED, CONTACTS OPEN SENDING AN ALARM.

HIGH TEMPERATURE ALARM  
CONTACTS OPEN ON TEMPERATURE INCREASE (OR RISE).

LOW TEMPERATURE ALARM  
CONTACTS OPEN ON TEMPERATURE DECREASE (OR FALL).

HVAC FAIL ALARM  
WHEN HIGH/LOW PRESSURE SWITCHES ACTIVATE THE LOCK OUT RELAY, THE ALARM CONTACTS WILL CLOSE SENDING AN ALARM.

HVAC POWER FAILURE ALARM  
THE AC FAIL RELAY IS CONNECTED TO EACH LINE PHASE. THE N.O. CONTACTS CLOSE UPON POWER UP. CONTACTS OPEN UPON LOSS OF POWER SENDING AN ALARM.

GENERATOR CONDITION ALARMS  
CONNECT AS PER GENERATOR MANUFACTURERS REQUIREMENTS

#22 RED  
#22 WHT  
#22 BLK

#22 RED  
#22 WHT  
#22 BLK

#22 BLK  
#22 WHT  
#22 BLK

#22 RED  
#22 WHT  
#22 BLK

#22 RED  
#22 WHT  
#22 BLK

#22 BLK  
#22 WHT  
#22 BLK

#22 BLK  
#22 WHT  
#22 BLK

#22 RED  
#22 WHT  
#22 BLK

66 BLOCK TERMINAL (PIN) NUMBERS	TERMINAL DESCRIPTION
01,02 [01,26]	TOWER LIGHTS
03,04 [02,27]	SMOKE DETECTOR RADIO AREA PHOTOELECTRIC
05,06 [03,28]	SMOKE DETECTOR RADIO AREA IONIZATION
07,08 [04,29]	DOOR INTRUSION SWITCH RADIO ROOM
09,10 [05,30]	DOOR INTRUSION SWITCH GENERATOR ROOM
11,12 [06,31]	TEMPERATURE SENSOR RADIO AREA >90°F
13,14 [07,32]	TEMPERATURE SENSOR RADIO AREA <40°F
15,16 [08,33]	TEMPERATURE SENSOR GENERATOR AREA >90°F
17,18 [09,34]	TEMPERATURE SENSOR GENERATOR AREA <40°F
19,20 [10,35]	HVAC OPERATING STATUS - PRIMARY
21,22 [11,36]	HVAC OPERATING STATUS - SECONDARY
23,24 [12,37]	HVAC OPERATING STATUS - COMMERCIAL POWER FAILURE
25,26 [13,38]	GENERATOR ALARM - LOW OIL PRESSURE
27,28 [14,39]	GENERATOR ALARM - HIGH COOLANT TEMPERATURE
29,30 [15,40]	GENERATOR ALARM - ENGINE OIL TEMPERATURE
31,32 [16,41]	GENERATOR ALARM - LOW FUEL
33,34 [17,42]	GENERATOR ALARM - GENERATOR RUN
35,36 [18,43]	GENERATOR ALARM - GENERATOR FAIL
37,38 [19,44]	GENERATOR ALARM - OVER SPEED
39,40 [20,45]	GENERATOR ALARM - OVER VOLTAGE
41,42 [21,46]	GENERATOR ALARM - UNDER VOLTAGE
43,44 [22,47]	GENERATOR ALARM - OVER CRANK
45,46 [23,48]	GENERATOR ALARM - LOW BATTERY VOLTAGE
47,48 [24,49]	GENERATOR ALARM - TRANSFER SWITCH INDICATION

6 TERRY MOUNTAIN ALARM POINTS  
E-171 SCALE: NTS



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ESSEX COUNTY - PUBLIC SAFETY  
RADIO COMMUNICATIONS SYSTEM  
TERRY MOUNTAIN  
1159 PEASLEEVE ROAD -  
TOWN OF PERU, CLINTON COUNTY  
NY 12972

DWG. NO.

E-171



NOTE: CONTRACTOR TO SUPPLY AND INSTALL ALL REQUIRED INTERFACE MATERIAL AND EQUIPMENT TO ENSURE DRY CONTACT OPERATION TO 66-BLOCK AS INDICATED BELOW:

SMOKE DETECTION  
CONTACTS ARE N.C. UNDER A "NO SMOKE" CONDITION. WHEN SMOKE IS DETECTED, THESE CONTACTS OPEN.

MAGNETIC DOOR SWITCH  
N.O. CONTACTS CLOSE UPON DOOR CLOSURE. WHEN DOOR IS OPENED, CONTACTS OPEN SENDING AN ALARM.

HIGH TEMPERATURE ALARM  
CONTACTS OPEN ON TEMPERATURE INCREASE (OR RISE).

LOW TEMPERATURE ALARM  
CONTACTS OPEN ON TEMPERATURE DECREASE (OR FALL).

HVAC FAIL ALARM  
WHEN HIGH/LOW PRESSURE SWITCHES ACTIVATE THE LOCK OUT RELAY, THE ALARM CONTACTS WILL CLOSE SENDING AN ALARM.

HVAC POWER FAILURE ALARM  
THE AC FAIL RELAY IS CONNECTED TO EACH LINE PHASE. THE N.O. CONTACTS CLOSE UPON POWER UP. CONTACTS OPEN UPON LOSS OF POWER SENDING AN ALARM.

GENERATOR CONDITION ALARMS  
CONNECT AS PER GENERATOR MANUFACTURERS REQUIREMENTS

#22 RED  
#22 WHT  
#22 BLK  
} USE 3C/#22AWG SOL

#22 RED  
#22 WHT  
} PINS 03,04 PHOTOELECTRIC  
PINS 05,06 IONIZATION

#22 BLK  
#22 WHT  
} PINS 07,08 RADIO ROOM  
PINS 09,10 GENERATOR ROOM

#22 RED  
#22 WHT  
} PINS 11,12 TEMP SENSOR RADIO RM  
PINS 15,16 TEMP SENSOR GEN. RM

#22 RED  
#22 WHT  
} PINS 13,14 TEMP SENSOR RADIO RM  
PINS 17,18 TEMP SENSOR GEN. RM

#22 BLK  
#22 WHT  
} PINS 19,20 HVAC PRIMARY STATUS  
PINS 21,22 HVAC SECONDARY STATUS

#22 BLK  
#22 WHT  
} PINS 23,24 HVAC COMMERCIAL POWER FAILURE

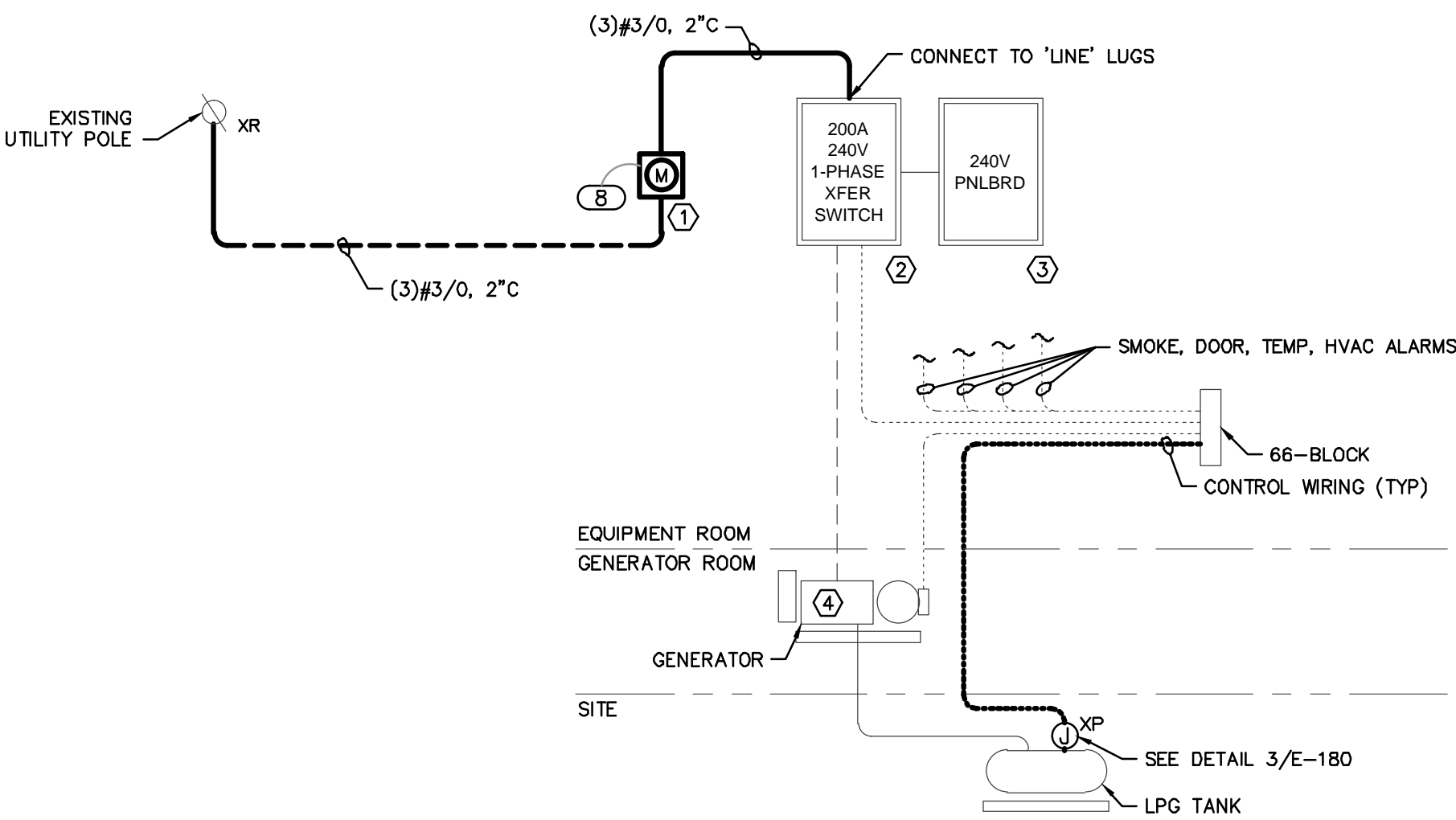
#22 RED  
#22 WHT  
#22 BLK  
} PINS 25 THRU 48 CONNECT AS PER GENERATOR MANUFACTURERS REQUIREMENTS

66 BLOCK TERMINAL (PIN) NUMBERS  
DIN CONNECTOR PIN NUMBERS (FOR REFERENCE)

66 BLOCK TERMINAL (PIN) NUMBERS	TERMINAL DESCRIPTION
03,04 [02,27]	SMOKE DETECTOR RADIO AREA PHOTOELECTRIC
05,06 [03,28]	SMOKE DETECTOR RADIO AREA IONIZATION
07,08 [04,29]	DOOR INTRUSION SWITCH RADIO ROOM
09,10 [05,30]	DOOR INTRUSION SWITCH GENERATOR ROOM
11,12 [06,31]	TEMPERATURE SENSOR RADIO AREA >90°F
13,14 [07,32]	TEMPERATURE SENSOR RADIO AREA <40°F
15,16 [08,33]	TEMPERATURE SENSOR GENERATOR AREA >90°F
17,18 [09,34]	TEMPERATURE SENSOR GENERATOR AREA <40°F
19,20 [10,35]	HVAC OPERATING STATUS - PRIMARY
21,22 [11,36]	HVAC OPERATING STATUS - SECONDARY
23,24 [12,37]	HVAC OPERATING STATUS - COMMERCIAL POWER FAILURE
25,26 [13,38]	GENERATOR ALARM - LOW OIL PRESSURE
27,28 [14,39]	GENERATOR ALARM - HIGH COOLANT TEMPERATURE
29,30 [15,40]	GENERATOR ALARM - ENGINE OIL TEMPERATURE
31,32 [16,41]	GENERATOR ALARM - LOW FUEL
33,34 [17,42]	GENERATOR ALARM - GENERATOR RUN
35,36 [18,43]	GENERATOR ALARM - GENERATOR FAIL
37,38 [19,44]	GENERATOR ALARM - OVER SPEED
39,40 [20,45]	GENERATOR ALARM - OVER VOLTAGE
41,42 [21,46]	GENERATOR ALARM - UNDER VOLTAGE
43,44 [22,47]	GENERATOR ALARM - OVER CRANK
45,46 [23,48]	GENERATOR ALARM - LOW BATTERY VOLTAGE
47,48 [24,49]	GENERATOR ALARM - TRANSFER SWITCH INDICATION

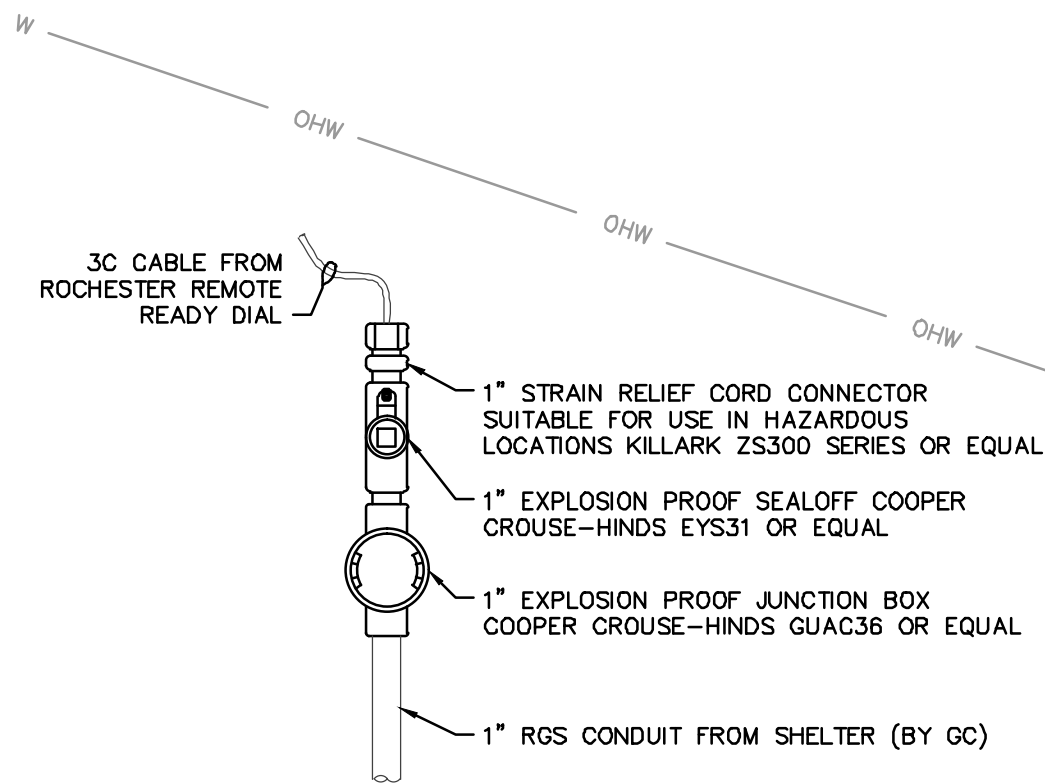
#### FOR REFERENCE ONLY - WELLS HILL ALARM POINTS

SCALE: NTS



#### ELECTRICAL ONE-LINE DIAGRAM

SCALE: NTS



NOTE: CONTRACTOR TO INSTALL JUNCTION BOX AS TO ALLOW THE ROCHESTER REMOTE READY DIAL FACTORY INSTALLED CONTROL CABLE TO BE JUNCTION IN EXPLOSION PROOF JUNCTION BOX WITHOUT MAKING ADDITIONAL SPLICES IN CABLE. PROVIDE SEALING COMPOUND OF THE SAME MANUFACTURER AS THE SEAL OFF FITTING.

#### LPG EXPLOSION PROOF JB DETAIL

SCALE: 3/16"=1'-0"

EXTERNAL GROUND BUS BAR, BOND TO INTERIOR MAIN GROUNDING BUS. GENERAL CONTRACTOR (GC) TO PROVIDE ALL EXTERNAL OUTSIDE PLANT (OSP) GROUNDING (EARTHING) AND BONDING.

RADIO EQUIPMENT VENDORS TO BOND THEIR EQUIPMENT AND RACKS/CHASSIS TO THE INTERNAL PERIMETER GROUNDING (EARTHING) SYSTEM

PER R56, GROUND RING SHOULD BE A MINIMUM OF 36" FROM SHELTER FOUNDATION

(2) 1" UNDERGROUND CONDUITS, (1) PVC FOR FUEL LINE, (1) RGS FOR SIGNAL WIRING. GENERAL CONTRACTOR (GC) TO EXCAVATE AND INSTALL CONDUITS, ELECTRICAL CONTRACTOR (EC) RESPONSIBLE FOR INSTALLING AND TESTING WIRING.

EQUIPMENT SHELTER PROVIDED BY OTHERS WILL INCLUDE THE INTERIOR GROUNDING (EARTHING) SYSTEM

PROVIDE EXPLOSION PROOF JUNCTION BOX AND SEALOFF FITTING. CONNECT WIRING PER MANUFACTURERS RECOMMENDATIONS  
4C, #22-#16AWG, MULTI-STRANDED, MULTI-CONDUCTOR IN 1" RGS CONDUIT

(3)#3/0 IN 2" PVC. GENERAL CONTRACTOR (GC) TO EXCAVATE AND INSTALL CONDUITS, ELECTRICAL CONTRACTOR (EC) RESPONSIBLE FOR INSTALLING AND TESTING WIRING.

2"RGS RISER ON POLE. EXTEND WIRING 3' ABOVE CONNECTION POINT. PROVIDE GROUND CLAMP 6" FROM TOP OF CONDUIT. PROVIDE #4 BARE COPPER FROM GROUND CLAMP TO 24" ABOVE UTILITY SECONDARY NEUTRAL (SEE DETAIL 13/E-500).

#### GENERAL NOTES:

- REFER TO GROUNDING NOTES DRAWING E-001
- RADIO EQUIPMENT VENDORS TO BOND THEIR EQUIPMENT AND RACKS/CHASSIS TO THE INTERNAL PERIMETER GROUNDING (EARTHING) SYSTEM USING CONDUCTORS AND CONNECTORS IN ACCORDANCE WITH MOTOROLA R56 STANDARDS
- CABLE TRAY BONDING CONDUCTOR TO MAIN GROUND BAR SHOWN FOR REFERENCE
- COORDINATE LOCATION OF EQUIPMENT WITH EQUIPMENT INSTALLER TO PROVIDE PROPER WORKING CLEARANCES IN ACCORDANCE WITH THE NEC.

#### KEYED NOTES:

- GROUND ROD WITH TEST WELL (SEE DETAIL 1/E-500)
- GROUND ROD (SEE DETAIL 2/E-500)
- FENCE GATE GROUNDING (SEE DETAIL 9/E-500)
- EXISTING EXTERIOR GROUND (EARTHING) SYSTEM (TYP)
- GROUND RINGS SHALL BE INSTALLED IN DIRECT CONTACT WITH THE EARTHS AT A DEPTH OF 30" BELOW THE EARTH'S SURFACE WHENEVER POSSIBLE, OR BELOW THE FROST LINE, WHICHEVER IS DEEPER.
- SHELTER GROUND RINGS SHALL BE INSTALLED AT LEAST 36" FROM THE BUILDING FOUNDATION AND SHOULD BE INSTALLED BEYOND THE DRIP LINE OF THE ROOF.
- EXISTING TOWER GROUND RINGS INSTALLED AT LEAST 24" FROM THE TOWER FOUNDATION.
- ELECTRICAL CONTRACTOR (EC) SHALL GENERATE THE ELECTRONIC SERVICE REQUEST (ESR) WITH THE COMMERCIAL UTILITY PROVIDER AND COORDINATE THE DESIGN, INSTALLATION, AND TESTING OF THE SERVICE WITH THE UTILITY PROVIDER AND THE COUNTY'S GENERAL CONTRACTOR (GC)
- TOWER BOUND BUS BONDED TO GROUNDING RING PER MOTOROLA R56-STANDARDS AND GUIDELINES FOR COMMUNICATION SITES (LATEST REVISION)

#### EQUIPMENT:

- ELECTRIC METER
- AUTOMATIC TRANSFER SWITCH (ATS) PROVIDED/INSTALLED BY OTHERS
- PANELBOARD PROVIDED/INSTALLED BY OTHERS
- GENERATOR PROVIDED/INSTALLED BY OTHERS
- MICROWAVE AND ROUTER PROVIDED/INSTALLED BY OTHERS
- RECTIFIER AND BATTERIES PROVIDED/INSTALLED BY OTHERS



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ESSEX COUNTY - PUBLIC SAFETY  
RADIO COMMUNICATIONS SYSTEM

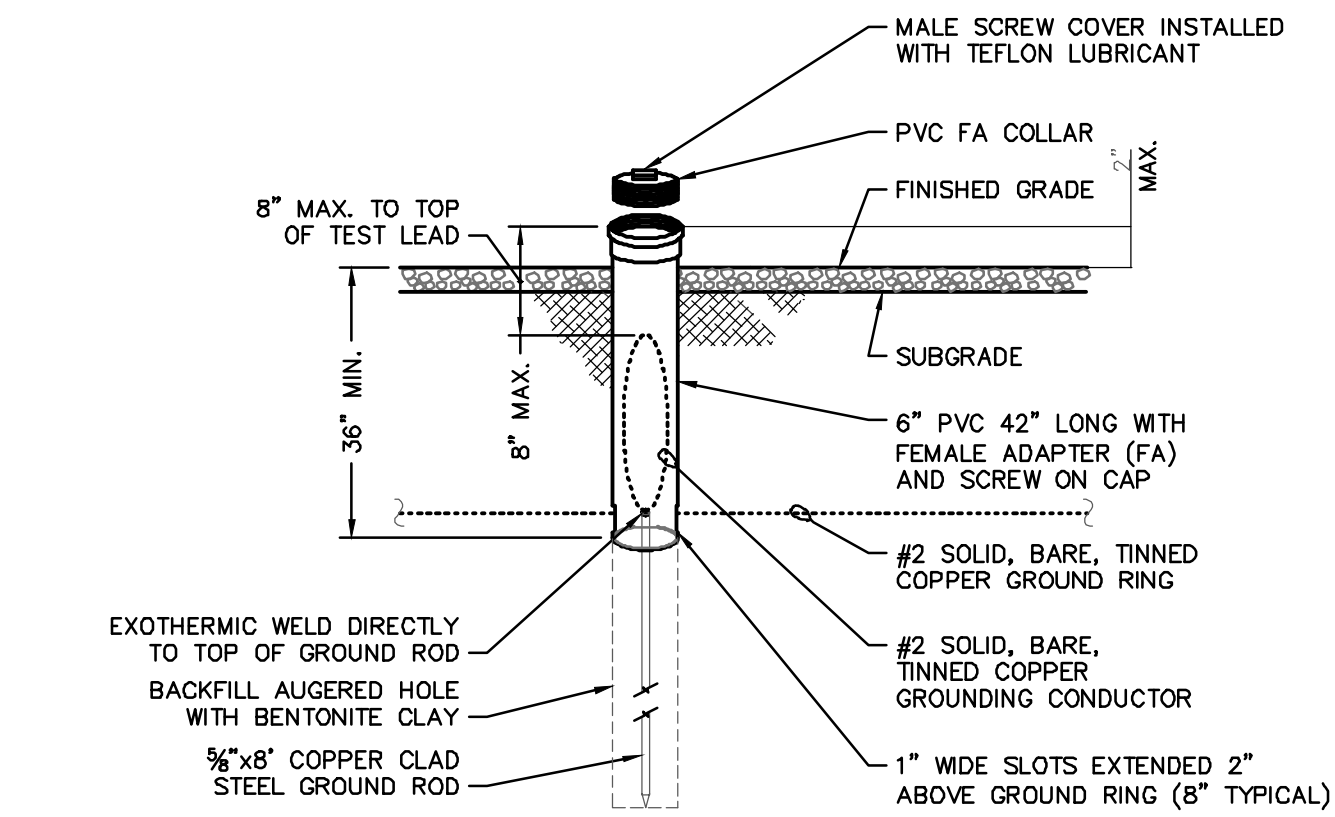
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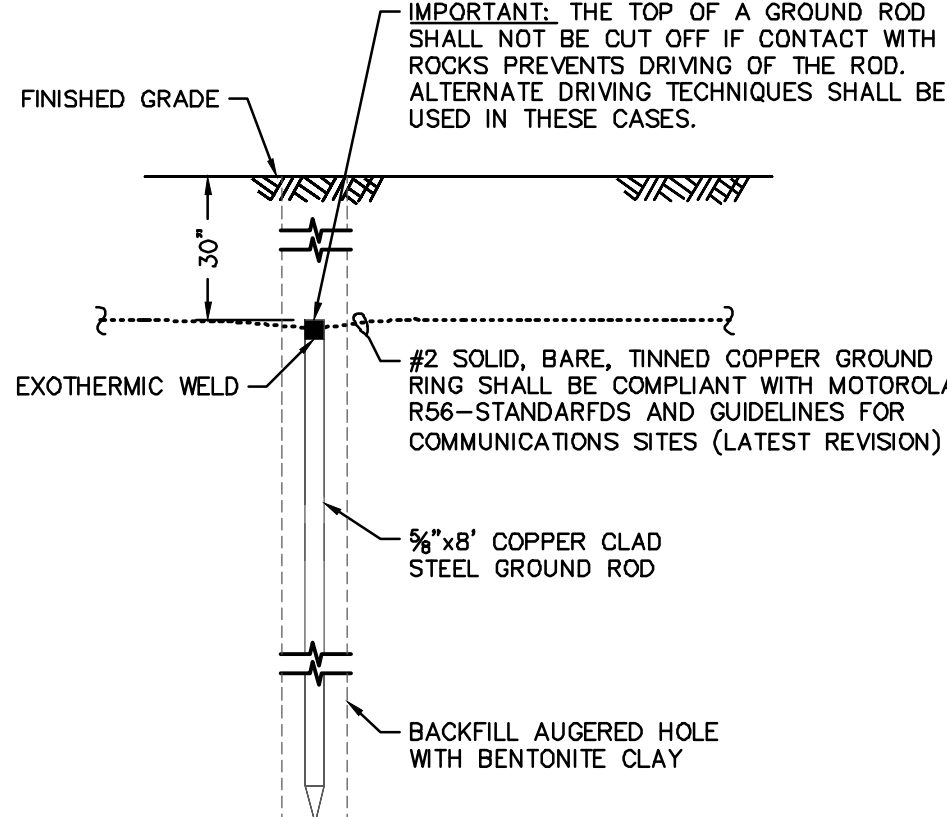
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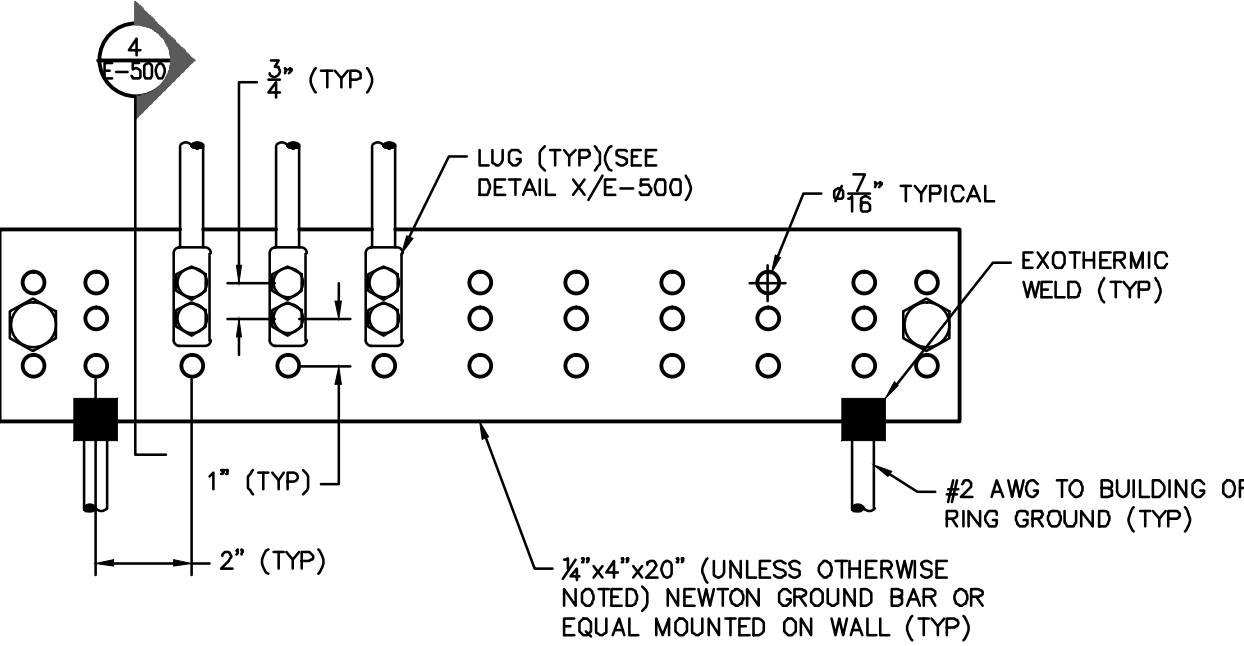
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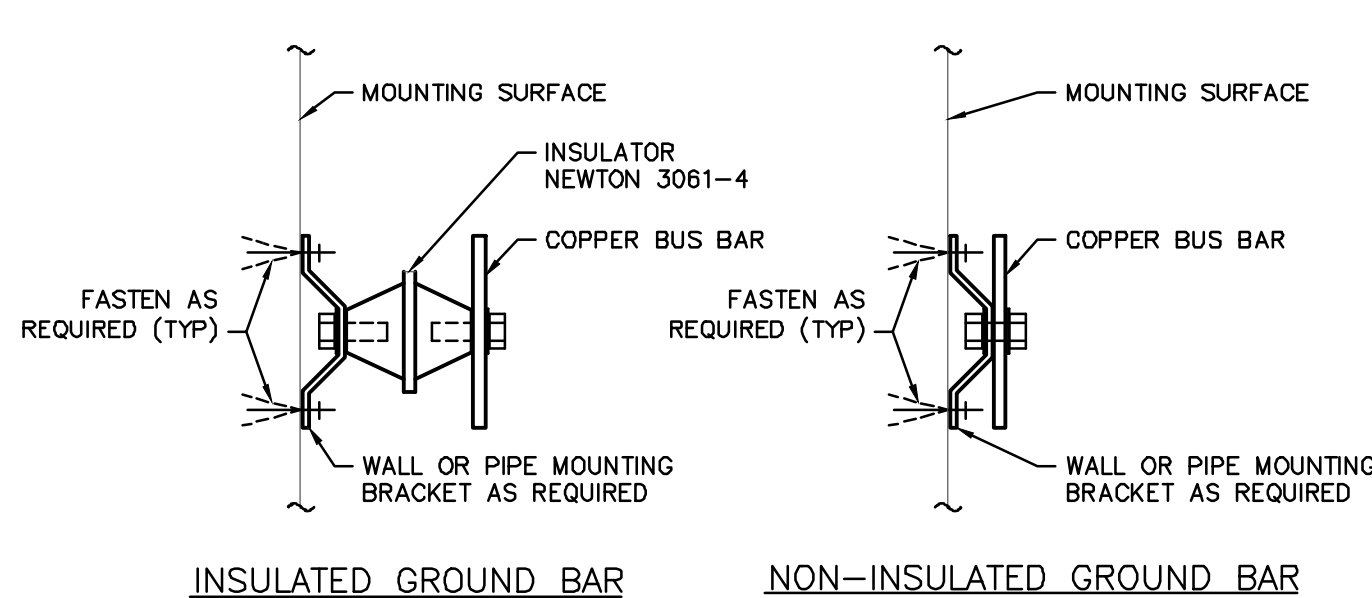
1 GROUND ROD WITH TEST WELL  
E-500 SCALE: NTS



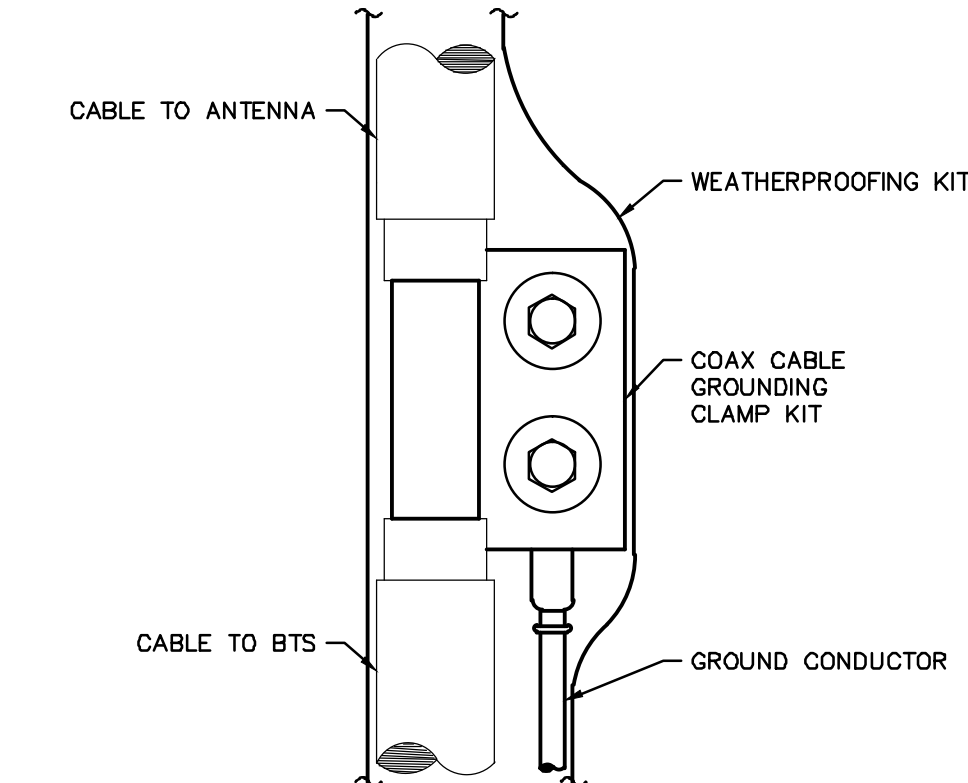
2 GROUND ROD  
E-500 SCALE: NTS  
NOTES:  
1. GROUND RODS SHALL HAVE A MINIMUM LENGTH OF 8'-0" FEET AND A MINIMUM DIAMETER OF 3/8" PER NEC 250.52  
2. WHERE PRACTICAL, GROUND RODS SHALL BE BURIED BELOW PERMANENT MOISTURE LEVEL PER NEC 250.53  
3. THE UPPER END OF THE GROUND RODS SHALL BE BURIED TO THE DEPTH OF THE GROUND RING TYPICALLY 30" MINIMUM BELOW FINISHED GRADE  
4. GROUND RODS SHALL NOT BE INSTALLED CLOSER TO ONE ANOTHER THAN THE SUM OF THEIR RESPECTIVE LENGTHS, WHEN POSSIBLE.



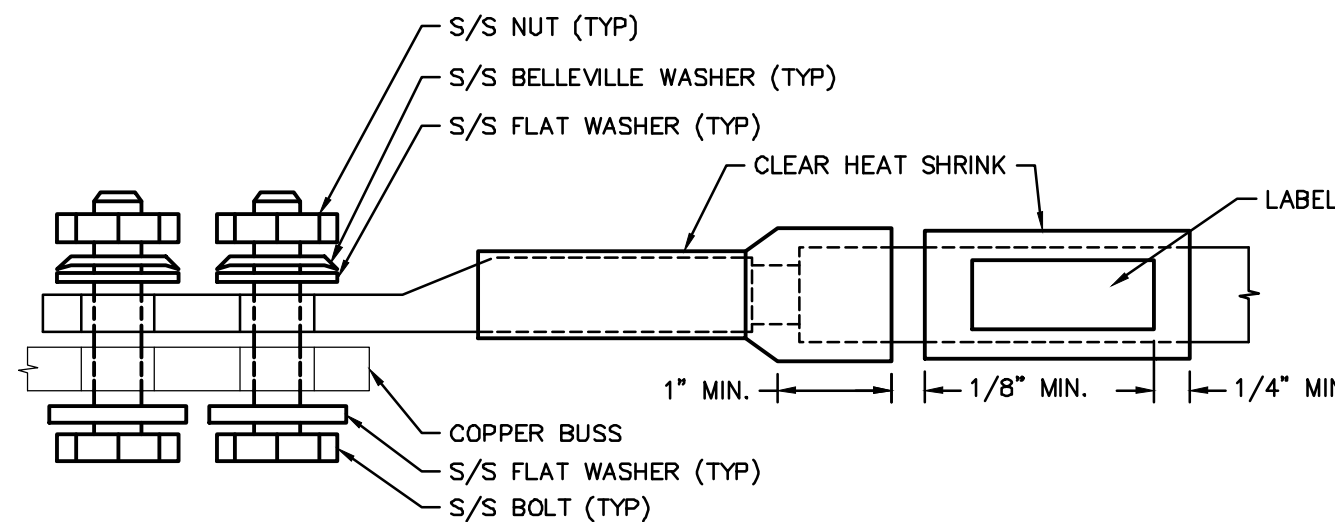
3 GROUND BUS BAR DETAIL  
E-500 SCALE: NTS



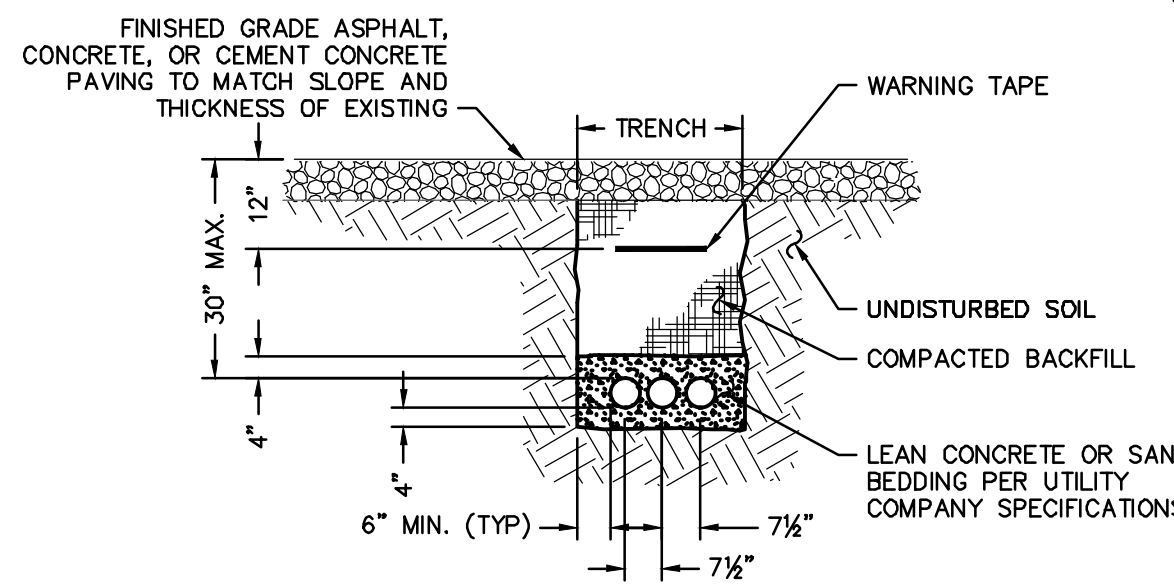
4 SECTION  
E-500 SCALE: NTS



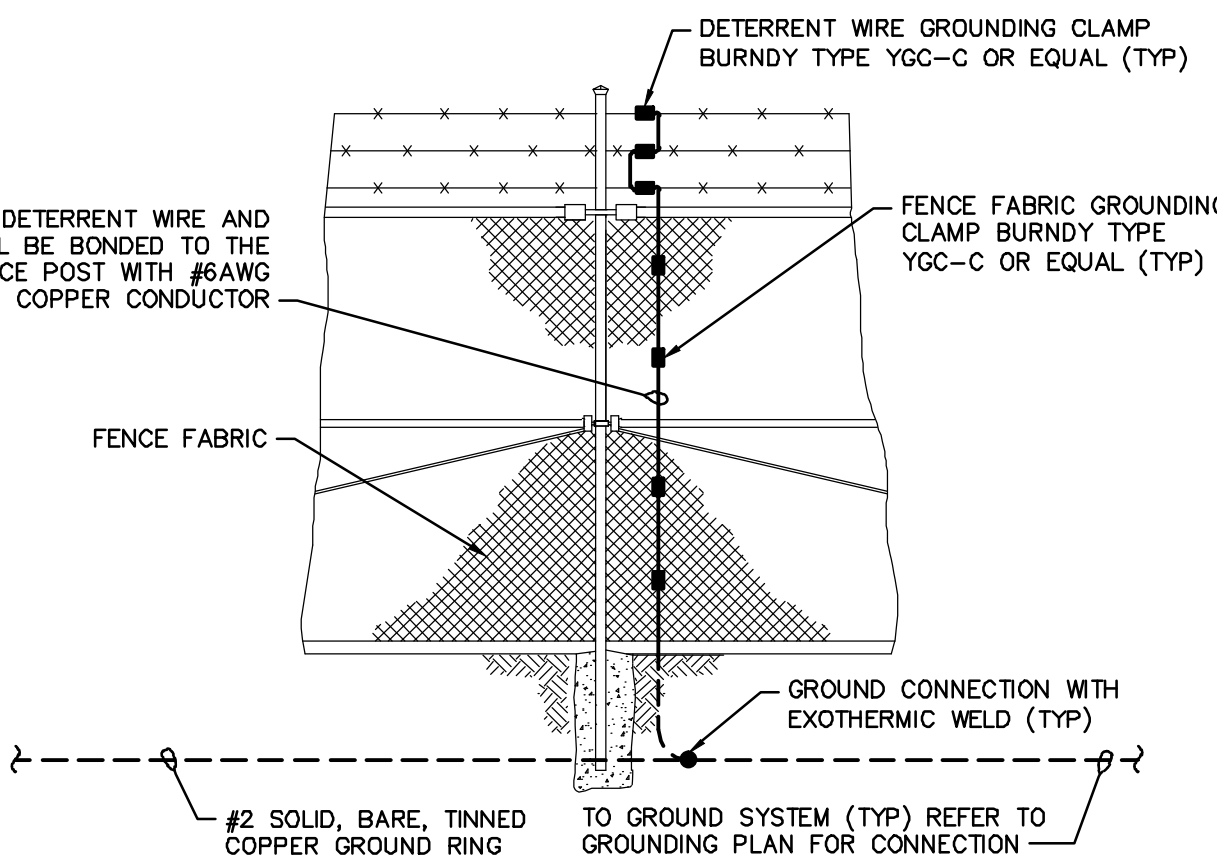
5 COAX CABLE GROUNIGN DETAIL  
E-500 SCALE: NTS



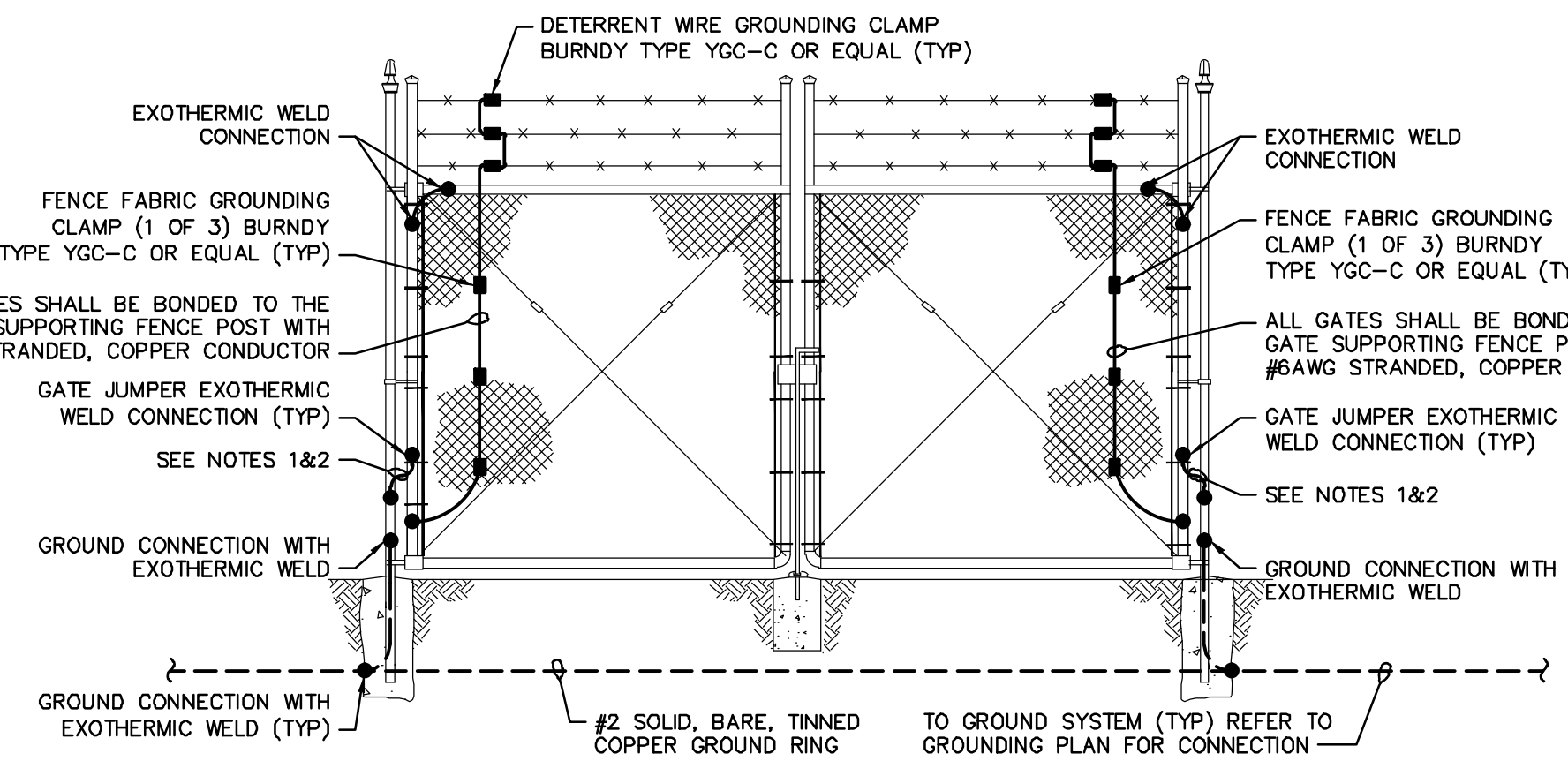
6 LUG GROUND CONNECTION  
E-500 SCALE: NTS  
NOTES:  
1. ALL HARDWARE 18-8 STAINLESS STEEL INCLUDING BELLEVILLES; COAT ALL SURFACES WITH KOPR-SHIELD BEFORE MATING.  
2. FOR GROUND BOND TO STEEL ONLY; INSERT A DRAGON TOOTH WASHER BETWEEN LUG AND STEEL; CAOT ALL SURFACES WITH KOPR-SHIELD.



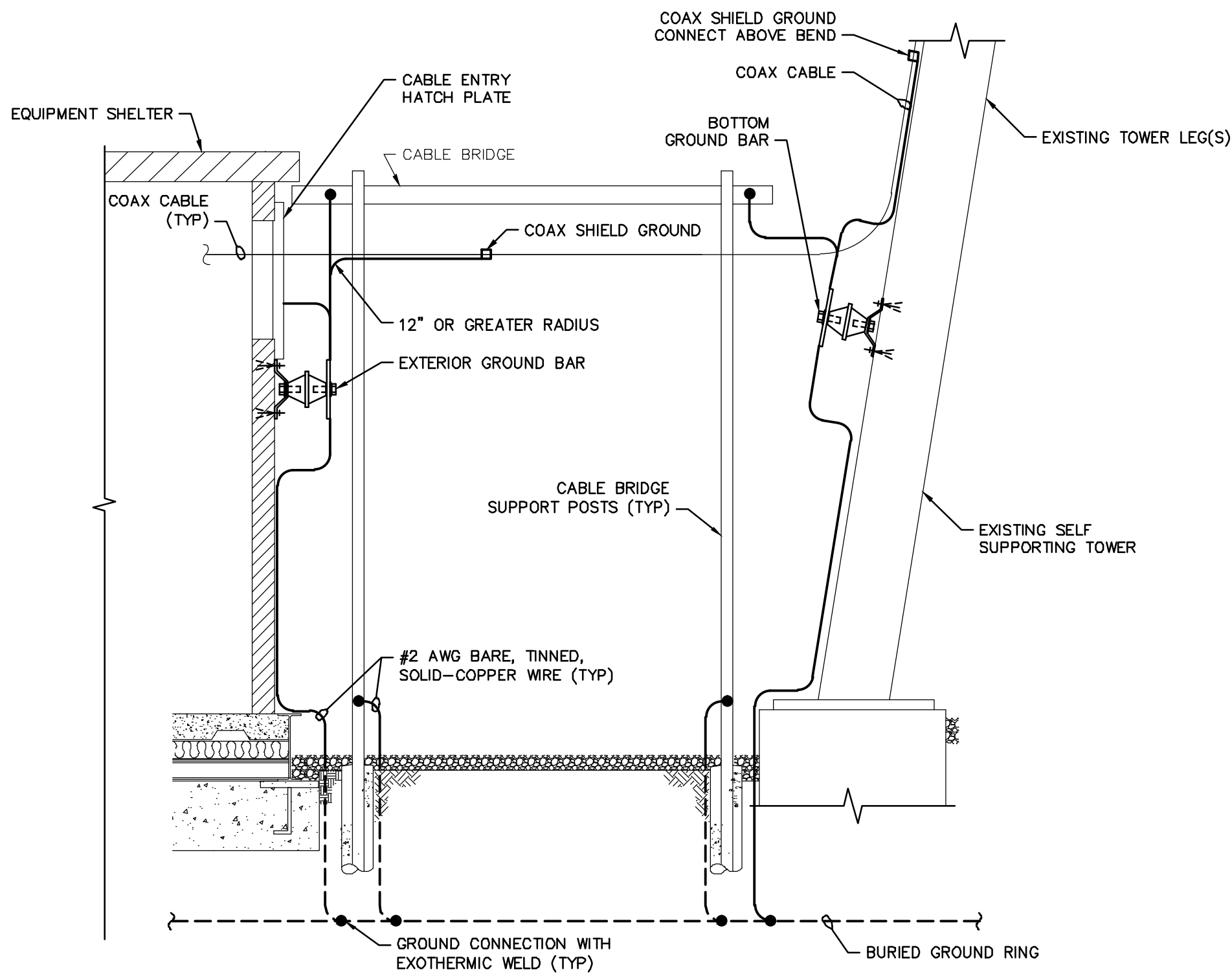
7 ELECTRIC/TELEPHONE TRENCH DETAIL  
E-500 SCALE: NTS  
NOTES:  
1. BACKFILL SHALL BE CLEAN FILL WITHOUT STONES AND SHALL BE THOROUGHLY COMPACTED IN 12" LAYERS BY TAMPING OR APPROVED EQUAL METHOD. NO BELLING OF TRENCH SHALL BE ALLOWED.  
2. SCHEDULE 80 PVC CONDUIT SHALL BE USED UNDER ROADWAY.



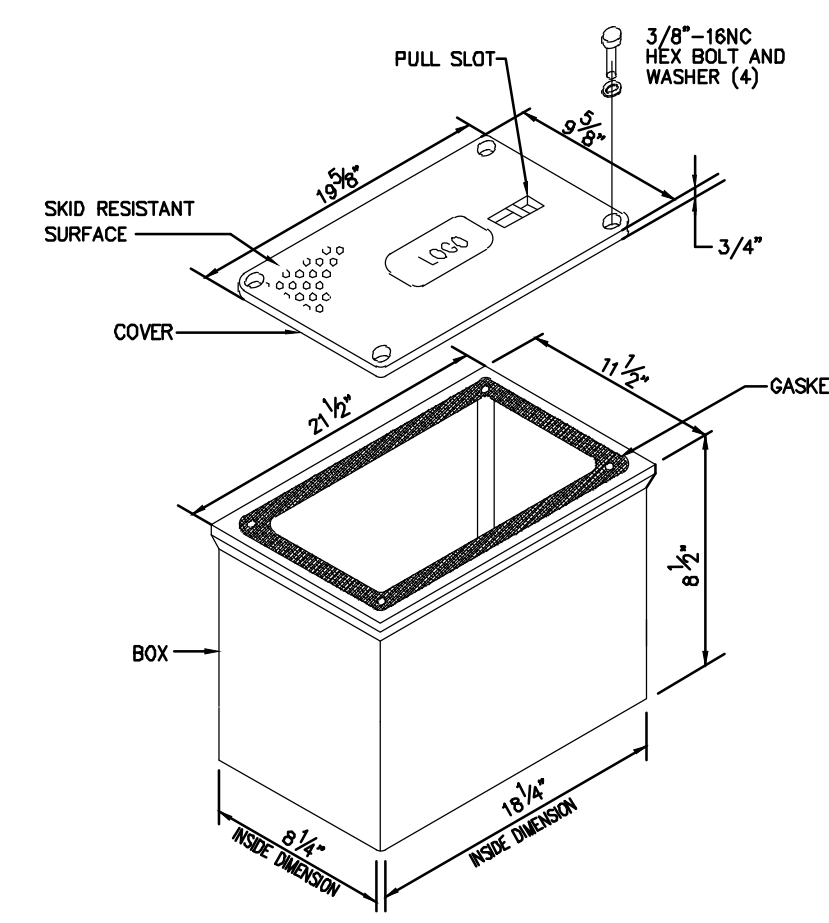
8 FENCE GROUNDING  
E-500 SCALE: NTS  
NOTES:  
1. VERTICAL POSTS SHALL BE BONDED TO THE GROUND SYSTEM AS SPECIFIED ON THE GROUNDING PLAN AND AT EACH GATE POST. AS A MINIMUM ONE VERTICAL POST SHALL BE BONDED TO THE GROUND RUNG IN EVERY 100 FOOT STRAIGHT RUN OF FENCE.



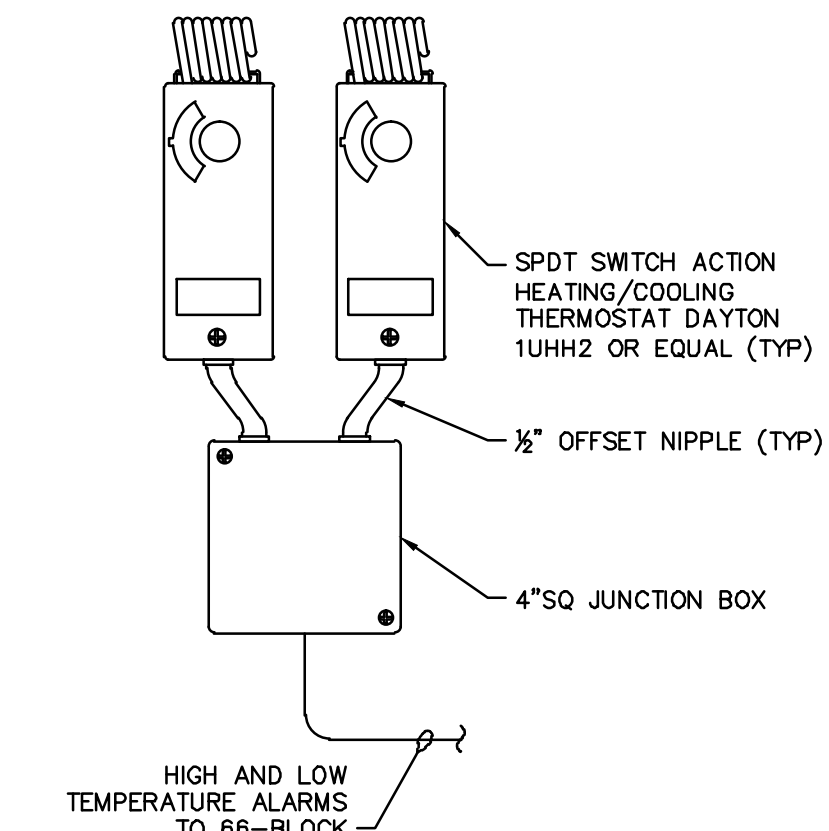
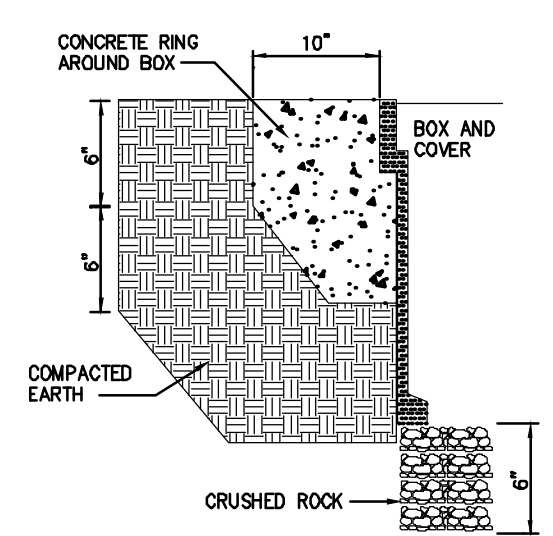
9 FENCE GATE GROUNDING  
E-500 SCALE: NTS  
NOTES:  
1. GATE JUMPER SHALL BE #4/0 AWG WELDING CABLE OR FLEXIBLE COPPER BRAID BURNDY TYPE B WITH SLEEVES ON EACH END DESIGNED FOR EXOTHERMIC WELDING.  
2. GATE JUMPER SHALL BE INSTALLED SO THAT IT WILL NOT BE SUBJECTED TO DAMAGING STRAIN WHEN GATE IS FULLY OPEN IN EITHER DIRECTION.



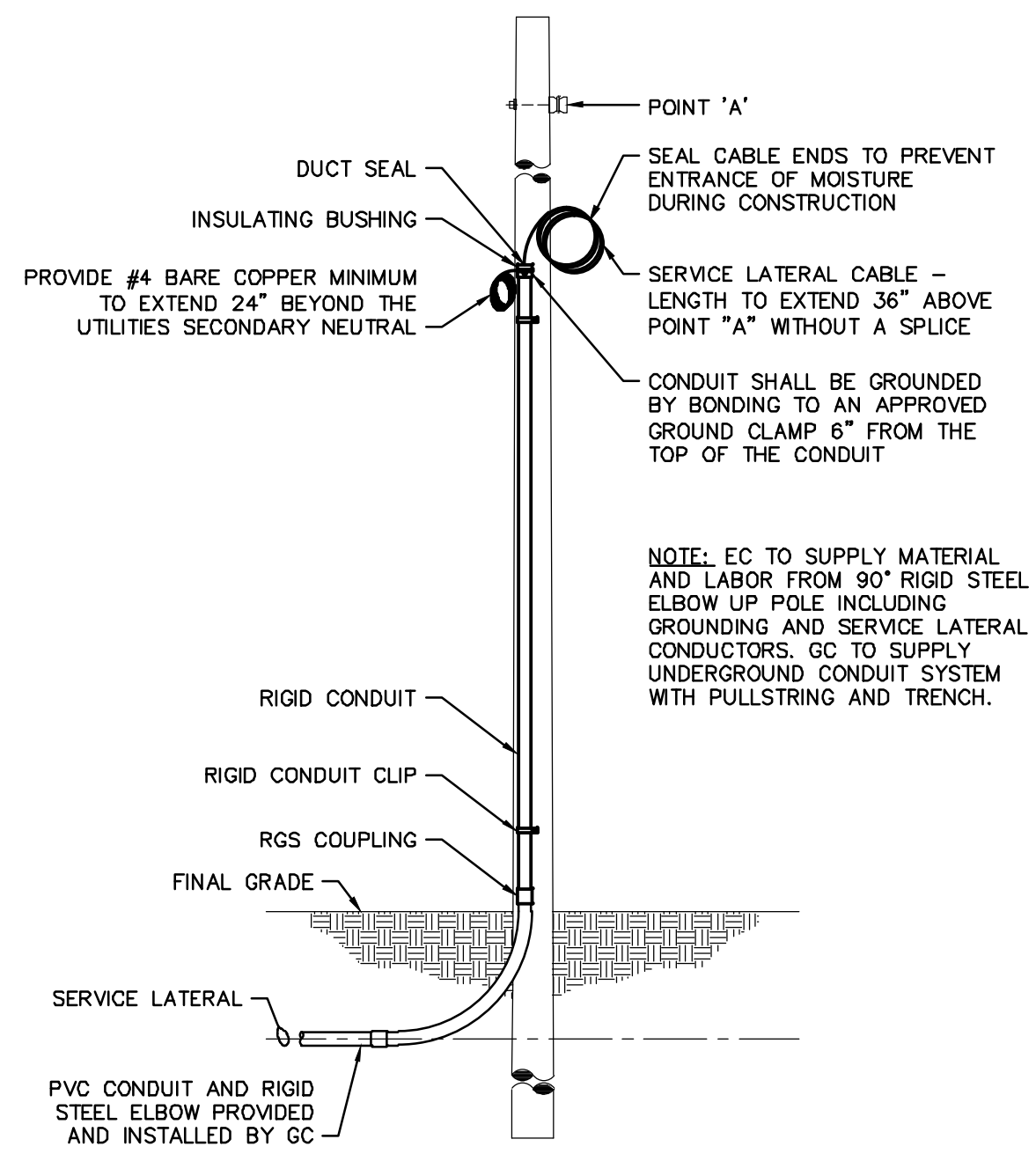
10 CABLE BRIDGE GROUNDING  
E-500 SCALE: NTS  
NOTES:  
1. CABLE BRIDGE MAY BE GROUNDED TO GROUND BAR OR THE SUPPORT POLES MAY BE GROUNDED TO THE BURIED GROUND RING.



11 PULL BOX DETAIL  
E-500 SCALE: NTS



12 HIGH-LOW TEMP. ALARM DETAIL  
E-500 SCALE: NTS



13 UNDERGROUND SERVICE LATERAL DETAIL  
E-500 SCALE: 3/8\"/>



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RADIO COMMUNICATIONS SYSTEM  
DETAILS

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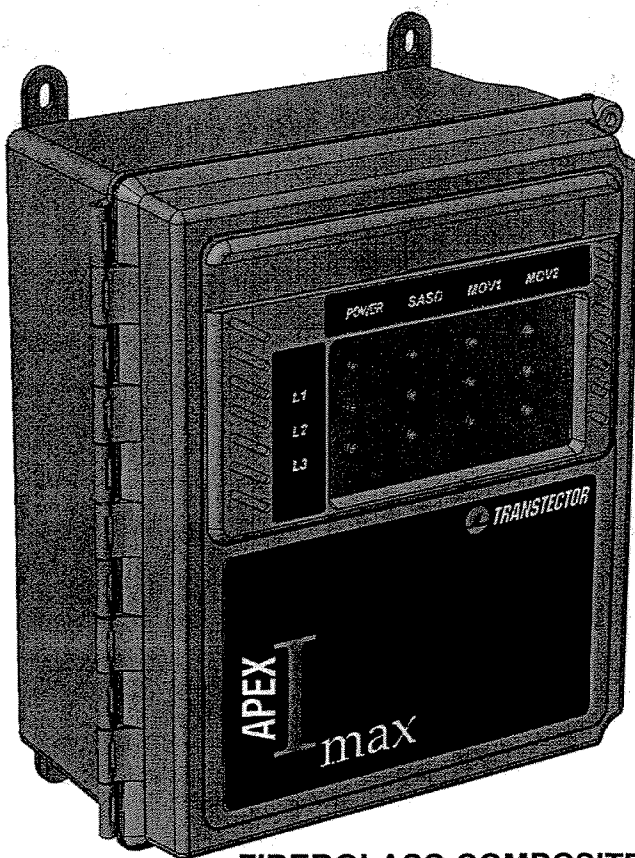


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REVISIONS				
LTR	DESCRIPTION	ECN	DATE	APPROVED
A	PRODUCTION RELEASE	DD042	3/14/06	MLH
B	UPDATED SPECIFICATIONS	DD42-1	3/12/07	MLH



**STEEL  
ENCLOSURE**



**FIBERGLASS COMPOSITE  
ENCLOSURE**

DRAWN	MLH	DATE	3/12/06	 <b>Transtector Systems, Inc.</b> 10701 Airport Road, Hayden, ID 83835 800.882.9110 208.772.8515 www.transtector.com
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ENGRG APPD	JDW	3/23/06		
PROJ APPD	JN	3/24/06		
APPROVED				
<b>NOTICE:</b> THE INFORMATION AND DESIGN IN THIS DOCUMENT IS THE PROPERTY OF TRANSTECTOR SYSTEMS. ALL RIGHTS RESERVED.				TITLE <b>Specification APEX Imax 120V AC Surge Protector</b>
DOCUMENT NUMBER		1400-581		REV
CAGE		30992		B
				PAGE 1 of 7

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## 1.0 GENERAL MODEL DESCRIPTION

### Apex Imax Series AC Power Surge Protector

The APEX Imax Series of surge protection devices are designed to protect a wide range of 120VAC power configurations. The standard surge protector enclosure is a fiberglass composite, NEMA 4X type, with metal enclosure options depending on user requirements. The design is based around a modular approach using robust surge assemblies that each bolt directly across AC bus bars. Each surge element connects to the monitoring board through a card edge connector system and its functional health can be discriminated through the visual and relay alarm connection point features. All visual indication is shown through the front panel window, and the annunciation contacts are located conveniently on the interior main board assembly and multiplexed for easy failure demonstration. The surge elements are constructed inside 94V0 flame rated plastic housings. The APEX Imax utilizes an extraordinarily robust combination of silicon avalanche suppressor diode (SASD) and metal oxide varistor (MOV) technologies to achieve a balance of very low voltage protection levels at high induced surge currents, with effective abnormal over-voltage fault current fail safe mode. The surge elements are constructed using Transtector's ASAT™ patented assembly construction to achieve this premier performance. The surge protector is constructed in such a manner as to effectively couple the surge performance of high endurance SASD and MOV elements along with safe, built in disconnect elements.

## 2.0 SPECIFICATION/PERFORMANCE

### 2.1. Continuous Operating Electrical Specifications:

- 2.1.1. Nominal Operating Voltage: ..... 120V, 120/240V, 120/208V
- 2.1.2. Amperage Rated at Maximum: ..... up to 2000A Service
- 2.1.3. Frequency Range: ..... 50 to 400Hz
- 2.1.4. Fault Current Rating: ..... up to 65kAIC
- 2.1.5. Phases ..... Three Phase, Single Phase
- 2.1.6. Wire Configuration ..... L-N, L1-L2-N, L1-L2-L3-N
- 2.1.7. Maximum Continuous Operating Voltage (MCOV) ..... 145VAC L-N
- 2.1.8. Relay Contact Ratings ..... 250VAC, 6A

### 2.2. Non-Metallic Enclosure Mechanical Specifications:

- 2.2.1. Enclosure Type ..... NEMA 4X, Screw Access
- 2.2.2. Enclosure Material ..... Fiberglass Composite
- 2.2.3. Enclosure Dimensions ..... 12"x10"x6" (30.5cmx24.5cmx15.3cm)
- 2.2.4. Weight, 3 Phase, Fully Configured ..... 14lb (6.5kg)

### **2.3. Metallic Enclosure Mechanical Specifications:**

- 2.3.1. Enclosure Type ..... NEMA 12, Screw Access
- 2.3.2. Enclosure Material ..... Steel, Grey Powder Coat
- 2.3.3. Enclosure Dimensions ..... 12"x10"x8" (30.5cmx24.5cmx20.3cm)
- 2.3.4. Weight, Fully Configured ..... 24lb (10.9kg)

### **2.4. Surge Specifications:**

- 2.4.1. UL Surge Voltage Rating (SVR) ..... 330V @ 500A 8/20 $\mu$ s
- 2.4.2. Voltage Protection Level ..... < 600V max @ 6kV, 10kA 8/20 $\mu$ s
- 2.4.3. Testing Per ANSI/IEEE C62.45 1992, IEEE C62.41 2002 Wave Shapes
- 2.4.3.1. Location Category C Hi : ..... 800V max @ 20kV, 10kA
- 2.4.4. Lightning Test per IEC 61643-1, Class II ..... >4kV max @ 160kA
- 2.4.5. Long Wave 10/1000 Stress Surge Per IEEE C62.41 2002 ..... < 700V @ 1.5kA
- 2.4.6. Primary Suppressor (Max. Design Limit): ..... SASD 20kA
- 2.4.7. Secondary Suppressor (Max. Design Limit): ..... MOV 200kA
- 2.4.8. Response Time (Max.) : ..... 1ns
- 2.4.9. Standby Power (Max.) : ..... 1W

### **2.5. Electrical Connections/Installation Requirements:**

- 2.5.1. AC Power Input Wire Size: ..... #4AWG-1/0 (9.3mm max)
- 2.5.2. Wire connections ..... Phase/Neutral Plus Safety Ground
- 2.5.3. Isolated Relay Terminals ..... 3-Pin connector, #22 – 14 AWG (2mm max)
- 2.5.4. Fault Current Rating ..... Upto 65k Amps Asymmetrical Interrupt Current

### 3.0 INSTALLATION INSTRUCTIONS

#### 3.1. Disconnect Means:

It is recommended that the suppressor be installed off a dedicated disconnect, molded case switch or circuit breaker with a minimum 60 Amp rating. This provides a safe means for electrical system power up or disconnect. The disconnect means should be sized for use with the appropriate gauge wire for the application and fault current rating of the power distribution system components.

Refer to Figure 1 for mechanical mounting requirements for wall space and adequate door clearance.

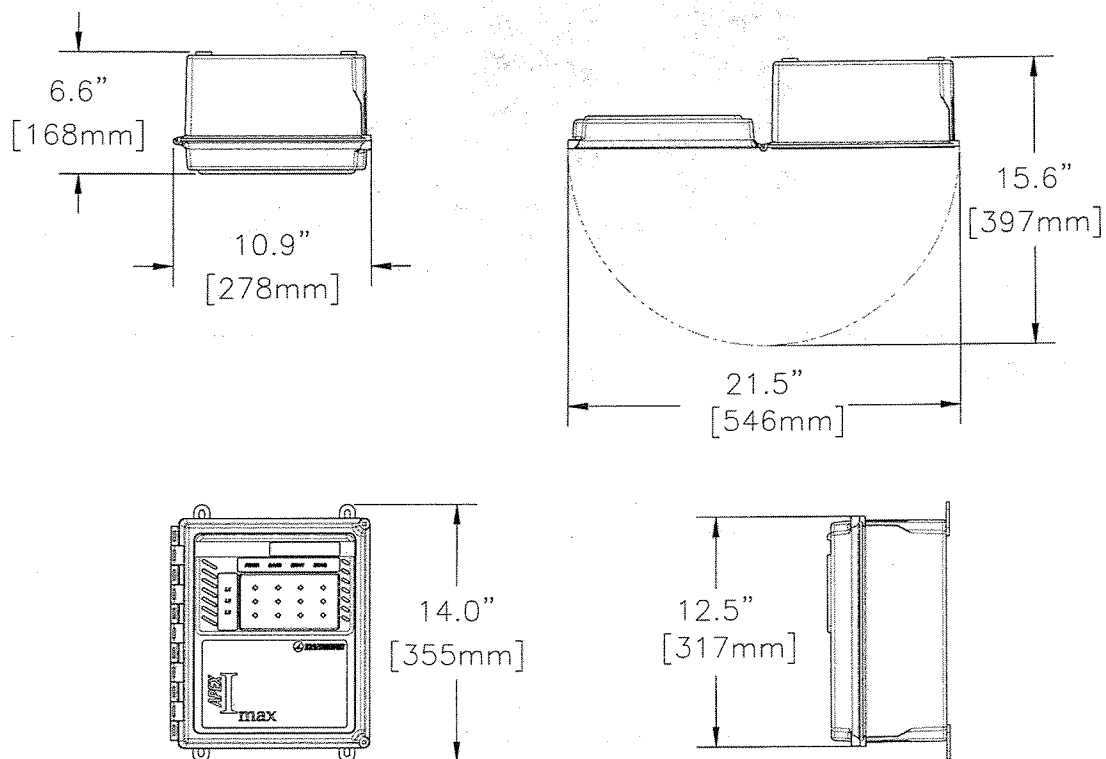
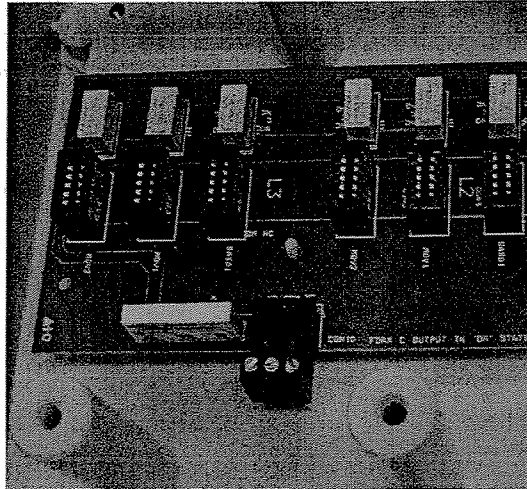


Figure 1

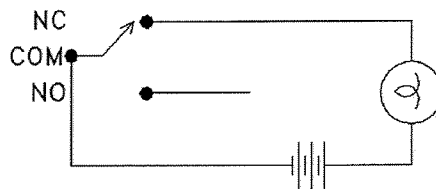
### 3.2. Remote Annunciation Program Settings:

The form C isolated relay contacts are factory configured series/parallel with all modules interconnected to a single connector for ease of monitoring the status of the entire Imax suppressor. Figure 2 shows connector location. Relay contact positions are identified in a power applied state with the three terminal positions NO-C-NC as illustrated.



Connector Positions NO-C-NC as illustrated  
Figure 2 – Bus bar Removed for Clarity

A typical application circuit is shown in Figure 3, where a power source can be used to turn off a lamp in the event of suppressor failure.



LAMP CIRCUIT WITH POWER SOURCE  
LAMP TURNS OFF UPON TVSS FAIL

Figure 3

## 4.0 ENVIRONMENTAL

- 4.1. Operating Temperature: ..... -40C to +75C
- 4.2. Storage Temperature:..... -40C to +75C
- 4.3. Relative Humidity:..... 100% non-condensing
- 4.4. Ventilation:..... not required, direct sun loading is not recommended

# APPENDIX A: SYSTEM WIRING DIAGRAMS

