NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN, that the Undersigned, on behalf of the Essex County Board of Supervisors, will accept sealed bids for Stormwater System Reconstruction. The bids shall be received at the Office of the Purchasing Agent, 7551 Court Street, Elizabethtown, New York by 2:00 P.M. on December 19, 2014, at which time they will be opened publicly and read aloud. If additional information concerning the bidding is required, call (518) 873-3332.

A pre-bid conference shall be held on Friday, December 12, 2014 at 9:00 AM at Essex County DPW, Elizabethtown, NY 12932. All contractors who plan to submit a bid are urged to attend.

All bids submitted in response to this notice shall be marked "SEALED BID – STORMWATER SYSTEM RECONSTRUCTION" clearly on the outside of the envelope. All bids shall be submitted on the bid sheets included in the package, and no other forms shall be accepted.

Plans, specifications, standard proposals and drawings for the proposed work may be obtained at the above address or on the County's website at <u>www.co.essex.ny.us</u>.

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

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 under the Contract.

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

In addition to bid sheets, the bidder 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.

A Contract awarded pursuant to this notice shall be subject to the provisions of Sections 103-1, 103-b, 103-d and 103-g of the General Municipal Law.

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: November 21, 2014

Linda M. Wolf, CPA Purchasing Agent Essex County Government Center 7551 Court Street – PO Box 217 Elizabethtown, New York 12932 (518) 873-3332

ESSEX COUNTY

STORMWATER SYSTEM RECONSTRUCTION

PROJECT MANUAL

AES PROJECT NO. 4270 November 21, 2014 SET NO.



DOCUMENT 000110

TABLE OF CONTENTS

Section Title

DIVISION 00 - PROCUREMENT AND CONTRACTING REQUIREMENTS

000110 Table of Contents Project Schedule

PROCUREMENT REQUIREMENTS

004113Bid Form - Stipulated Price (Single-Prime Contract)004300Bid Form Supplements with Appendices
Change Order

DIVISION 01 - GENERAL REQUIREMENTS

- 011000 Summary
- 012000 Price and Payment Procedures
- 013000 Administrative Requirements
- 013300 Submittal Procedures
 - Submittal Cover Sheet
- 014000 Quality Requirements
- 015000 Temporary Facilities and Controls
- 015100 Maintenance of Traffic
- 016000 Product Requirements
- 017000 Execution and Closeout Requirements
 - Closeout Checklist

DIVISION 31 - EARTHWORK

- 310000 Requirements for the Construction of Underground Utility Installations within Essex County Highway Right-of-Ways
- 310516 Aggregates for Earthwork
- 311000 Site Clearing
- 312213 Rough Grading
- 312316 Excavation
- 312317 Trenching
- 312318 Rock Removal
- 312319 Dewatering
- 312320 Excavation Support and Protection
- 312323 Backfill
- 312324 Flowable Fill
- 312513 Erosion Controls
- 312514 Temporary Silt Fence
- 313700 Riprap

DIVISION 32 - EXTERIOR IMPROVEMENTS

- 321123 Aggregate Base Courses
- 321216
- Asphalt Paving Concrete Paving & Curbing 321313
- Pavement Markings 321723
- Seeding 329219

DIVISION 33 – UTILITIES

330513	Manhole and Structures
334113	Public Storm Utility Drainage Piping

APPENDICES

Appendix A	NYS Prevailing Wage Rates – PRC #2014010422
Exhibit C	Insurance Requirements - Public Works Contractors
Exhibit D	Standard Clauses for Essex County Contracts
Exhibit E	Essex County General Specifications for Procurement Contracts

SCHEDULE OF DRAWINGS

Refer to Drawing G-001, Cover Sheet - dated November 18, 2014 for Schedule of Drawings.

END OF SECTION

PROJECT SCHEDULE

CONTRACT DESCRIPTION: Essex Stormy	vater System
NOTICE TO BIDDERS:	November 21, 2014
PRE-BID MEETING AT DPW OFFICE:	December 12, 2014 at 9:00 am
BID OPENING DATE:	December 19, 2014 at 2:00 pm
ESTIMATED START DATE:	April 15, 2015
SUBSTANTIAL COMPLETION:	June 30, 2015

DOCUMENT 004113

BID FORM - STIPULATED PRICE (SINGLE-PRIME CONTRACT)

- To: **Essex County Purchasing Agent Essex County Government Center** 7551 Court Street Elizabethtown, NY 12932
- **Stormwater System Reconstruction** Project: **Essex County, NY AES Project No. 4270**

Date: Submitted by:

(full name and address):	
--------------------------	--

Telephone/Fax Number:	
·	

Social Security/Federal ID No:	

1.1 OFFER

Having examined the Place of The Work and all matters referred to in the Instructions to Bidders and the Contract Documents prepared by AES Northeast Engineer for the above mentioned project, we, the undersigned, hereby offer to enter into a Contract to perform the Work for the for the Unit Prices listed in this Bid Form in lawful money of the United States of America.

We have included the Bid security as required by the Instructions to Bidders:

CONTRACT (GC): GENERAL CONSTRUCTION BASE BID: Unit Price Bid for A. Stormwater System Reconstruction Work: (Includes All Allowances as per Section 012000, Paragraph 1.2.A):

lawful money of the United States of America.

All specified cash allowances are included in the unit price(s) set forth above and have been computed in accordance with Paragraph 11.02 of the General Conditions.

(Attach Itemized Unit Price Sheets Bid Form Supplements Document 004300, Exhibit A).

Unit Prices have been computed in accordance with paragraph 11.03.A of the General Conditions.

Bidder acknowledges that estimated quantities are not guaranteed, and are solely for the purpose of comparison of Bids, and final payment for all Unit Price Bid items will be based on actual quantities constructed, determined as provided in the contract Documents.

Bid Form – Stipulated Price (Single-Prime Contract)

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

All Cash and General Allowances described in Section 012000 - Price and Payment Procedures are included in the Unit Prices.

1.2 ACCEPTANCE

This offer shall be open to acceptance and is irrevocable for forty-five (45) days from the bid closing date.

If this bid is accepted by the Owner within the time period stated above, we will:

- Execute the Agreement within fourteen days of receipt of Notice of Award.

- Furnish the required bonds within fourteen days of receipt of Notice of Award in the form described in Supplementary Conditions.

- Commence work within the time provided in the Agreement Between the Owner and Contractor.

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 of time.

1.3 CONTRACT TIME

If this Bid is accepted, we will:

- Complete the Work by June 30, 2015.

1.4 CHANGES TO THE WORK

When the Engineer establishes that the method of valuation for Changes in the Work will be net cost plus a percentage fee in accordance with General Conditions, our percentage fee shall be:

15 percent overhead and profit on the net cost of our own Work;

7.5 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 Engineer approved net cost plus 5% of the overhead and profit percentage noted above.

1.5 ADDENDA

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

Addendum #... Dated...... Addendum #... Dated.....

1.6 APPENDICES

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

Document 004300 including: Bid security in form of a Bid Bond or security deposit no less than 5% of Bid Price. Affidavit of Non-Collusion Resolution – For Corporate Bidders Certification of Compliance with the Iran Divestment Act

The following documents will be submitted within (24) hours of bid opening and made a condition of the Bid:

Bidder's qualifications statement and supporting data. Document 004300 including: List of Subcontractors.

1.7 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

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.

END OF DOCUMENT

DOCUMENT 004300

BID FORM SUPPLEMENTS

То:	Essex County
Project:	Stormwater System Reconstruction
Date:	
Submitted by: (full name)	
	••••••
(full address)	

In accordance with Document 004113 - Bid Form - Stipulated Price, 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 the Iran Divestment Act (1 Page)
- Essex County Non-Collusive Bidding Certification (1 Page)
- Essex County Contractor's Acknowledgement (1 Page)

BID FORM SUPPLEMENTS SIGNATURES

The Corporate Seal of

(Bidder - print the full name of your firm)

was hereunto affixed in the presence of:

(Authorized signing officer

(Seal)

(Authorized signing officer Title) (Seal)

> Bid Form Supplements 004300

Title)

BIDDER'S CHECKLIST

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

BID FORM	
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	

CERTIFICATE OF AUTHORITY

I,			
	(Officer other t	than officer execu	uting proposal documents)
certify that I am the		of the	
	(Title)		(Name of Contractor)
		a corporation	, duly organized and in good standing under the
(La	w under which organ	ized, e.g., the Ne	w York Business Corporation Law)
named in the foregoi	ng agreement; that		
-		(Perso	n executing proposal documents)
who signed said agre	ement on behalf of th	e Contractor was	, at the time of execution,
		of the Contra	ctor; that said agreement was duly signed for
(Title of such	person)		
and in behalf of said	Contractor by authorit	ity of its Board of	f Directors, thereunto duly authorized, and that
such authority is in f	ull force and effect at	the date hereof.	
	Signature		Corporate Seal
STATE OF NEW YO COUNTY OF ESSE	ORK) SS.: X)		
On this	day of	, 20	, before me personally came
	to me know	n, 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 corp	oration and know	vs the corporate seal of the said corporation; that the
seal affixed to the ab	ove certificate is such	n corporate seal a	nd that it was so affixed by order of the Board of
Directors of said corp	poration, and that he	signed his name t	hereto by like order.

Notary Public

County

CERTIFICATION OF EXPERIENCE

BIDDER:	
I,	HEREBY CERTIFY THAT (COMPANY
	HAS PERFORMED THE FOLLOWING WORK WITHING THE LAST
THREE YEARS UNLESS SPECIFI	ED 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.:
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 ______,20__

(SEAL)

BY:_____

TITLE:

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

STATEMENT OF SURETY'S INTENT

We have reviewed the Bid of		
	(Contractor)	
	(Address)	
	(Address)	
	(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:

T-

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

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

The prices in this bid have been arrived at independently without collusion, consultation, (a) 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

No attempt has been made or will be made by the bidder to induce any other person, partnership (c) 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: _____

Bidder is (check one): \Box an individual, \Box a limited liability partnership, \Box a limited liability company, \Box 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

<u>CONTRACTOR'S</u> <u>ACKNOWLEDGEMENT</u> (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

ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS

8053 US Route 9 Elizabethtown NY 12932 (518) 873-6326 or (518) 873-3666 Fax: (518) 873-9195

Christopher M. Garrow Superintendent

CHANGE ORDER

ESSEX COUNTY CONTRACT NO.:	CHANGE ORDER NO.:
CONTRACTOR:	
PROJECT:	

DESCRIPTION OF CHANGES / ADDITIONAL WORK AUTHORIZED:

AGREED INCREASE IN	AGREED DECREASE IN	
CONTRACT PRICES:	CONTRACT PRICE:	

Pursuant to Section 9 of the above-referenced contract, I, the Essex County Superintendent of Public Works, hereby authorize the changes or additions in work described above and agree to the increase or decrease, if any and as indicated above, in the Contract Price.

Dated: _____

Christopher M. Garrow Superintendent of Public Works

I, the duly authorized representative of the Contractor, hereby agree that the Contractor will perform/provide the changes or additions in work described above and to accept the increase or decrease, if any and as indicated above, in the Contract Price.

Dated:

(Signature)

(Print Name)

(Print Title)

SECTION 011000

SUMMARY

PART 1 GENERAL

1.1 SECTION INCLUDES

- Contract description. A.
- Β. Contractor's use of site and premises.
- C. Coordination of separate Contracts.

1.2 CONTRACT DESCRIPTION

- A. The summary of Work of the overall Project includes, but not limited to, the following major components: Replacement of the stormwater system along Main Street and Beggs Point Road in Essex, NY, including roadway reconstruction, water quality treatment unit, and restoration.
- B. Perform Work of each Contract under separate contract with Owner in accordance with Conditions of Contract.
- C. Work of each separate Contract is identified in the following articles:
 - 1. Contract (GC) – General Construction: Provide work identified in Specifications and drawings, except work specifically identified as not in contract (NIC).

1.3 CONTRACTOR'S USE OF SITE AND PREMISES

- A. Limit use of site and premises to allow:
 - 1. Owner occupancy.
 - 2. Work by Others and Work by Owner.
- B. General safety and security standards for construction projects:
 - All construction materials shall be stored in a safe and secure manner. 1.

PART 2 PRODUCTS - Not Used.

PART 3 EXECUTION

3.1 COORDINATION OF SEPARATE CONTRACTS

The Owner may award other contracts, which affects the Work of this contract. In that A. event, the Contractor shall coordinate its Work with the Work of other contractors. Each Contractor shall control and coordinate the work of its subcontractors, if any. The Owner shall approve or require the modification of the work schedules of all contractors to the end that project may by progressed as expeditiously as case permits.

> Summary 011000

- B. If any part of the Work depends for proper execution or results upon the work of any other contractor, the Contractor shall inspect and promptly report in writing to the Owner's Representative, any defects in such work. The Contractor's failure to inspect and report shall constitute an acceptance of the other contractor's work as fit and proper for the reception of the following work.
- C. The award of more than one contract for the Project requires sequential or otherwise interrelated contractor operations, and will involve inherent delays in the guarantee of unimpeded operations of any contractor. The Contractor acknowledges these conditions, and understands that the Contractor shall bear the risk of all delays caused by the presence or operations of other contractors engaged by the Owner and delays attendant upon any approved construction schedule.
- D. The Owner shall not be liable for delays, which occur by reason of any contractor's failure to comply with directions of the Owner or because of the neglect, failure or inability of any contractor to perform its work efficiently.
- E. The Contractor shall defend, indemnify and hold the Owner harmless from any and all claims or judgments of damages and from costs and expenses to which the Owner may be subjected or which it may suffer or incur by reason of or based upon an allegation of the Contractor's failure to promptly comply with the directions of the Owners Representative.
- F. Should the Contractor sustain any damage through any act or omissions of any other contractor having a contract with the owner for the performance of work upon the Site of work which may be necessary to be performed for the proper execution of the Work to be performed hereunder, or through any act or omission of a subcontractor of such contractor, the Contractor shall have no claim against the Owner for such damage, but shall have a right to recover such damage from the other contractor under the provision similar to the following provision which has been or will be inserted in the contract with such other contractors.
- G. Should any other contractor having or who shall hereafter have a contract with Owner for the performance of work upon the site sustain any damage through any act or omission of the Contractor hereunder or through any act or omission of any subcontractor of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and to indemnify and hold the Owner harmless from all such claims.
- H. The Engineer shall determine loss and amounts claimed for errors, omissions, and liability of a Contractor in damage to other Contractor's work, damage to Owner's property, and corrective work necessary by other Contractors in order to perform their work. The Contractors will have the opportunity to take corrective action at the discretion of the Engineer. The Engineer's decision will be based on maintaining the Construction Schedule and performance of timely work by all Contractors. Contractor shall be obligated to accept the Engineer's determination in change in time and money will execute a Change Order reflection same. Claims, disputes or other matters in question between the Prime Contractors arising out of or relating to the contractual obligation or breach thereof shall be subject to and decided by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise.

SECTION 012000

PRICE AND PAYMENT PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Allowances.
- B. Schedule of values.
- C. Applications for payment.
- D. Change procedures.
- E. Defect assessment.

1.2 ALLOWANCES

- A. The contractors shall include in their respective base bids, a stipulated sum allowance, for use upon authorization by the engineer and owner, as follows:
 1. Base Contract: General Allowance (Base Bid) = \$50,000 (Fifty Thousand Dollars)
- B. Contractor's costs for products, delivery, installation, labor, insurance, payroll, taxes, bonding, equipment rental, will be included in Change Orders authorizing expenditure of funds from these Allowances. A MAXIMUM TOTAL 15% ADDITIONAL OVERHEAD OR PROFIT COSTS WILL BE ALLOWED ON UNIT PRICE CONTRACTS.
- C. Charges to the Allowance(s) shall be authorized in writing and accounted for by the Engineer.
- D. Funds will be drawn from Allowances only by Change Order.
- E. At closeout of Contract, funds remaining in Allowance will be credited to Owner by Change Order.

1.3 SCHEDULE OF VALUES

- A. Submit printed schedule on EJCDC No. C-620 or contractor's standard form or electronic media printout will be considered.
- B. Submit Schedule of Values in duplicate within 15 days after date of Owner-Contractor Agreement.
- C. Format: Utilize Table of Contents of this Project Manual. Identify each line item with number and title of major specification Section.
- D. Include in each line item, amount of Allowances specified in this section. For unit cost Allowances, identify quantities taken from Contract Documents multiplied by unit cost to achieve total for each item.
- E. Include within each line item, direct proportional amount of Contractor's overhead and profit.

Price and Payment Procedures

- F. Revise schedule to list approved Change Orders, with each Application For Payment.
- G. For Unit Price Contracts utilize the Contractors Bid Form Values.

1.4 APPLICATIONS FOR PAYMENT

- A. Submit three (3) copies of each application on EJCDC No. C-620 Application and Certificate for Payment. All copies shall have original signatures.
- B. Content and Format: Utilize Schedule of Values for listing items in Application for Payment.
- C. Submit updated construction schedule with each Application for Payment.
- D. Payment Period: Submit at intervals stipulated in the Agreement.
- E. Submit with transmittal letter as specified for Submittals in Section 013300.
- F. Substantiating Data: When Engineer requires substantiating information, submit data justifying dollar amounts in question. Include the following with Application for Payment:
 - 1. Current construction photographs.
 - 2. Partial release of liens from major subcontractors and vendors.
 - 3. Record documents for review by Owner, which will be returned to Contractor.
 - 4. Affidavits attesting to off-site stored products.
 - 5. Construction progress schedules, revised and current.
 - 6. MWBE Program Utilization Plan and Updates.

1.5 CHANGE PROCEDURES

- A. Submittals: Submit name of individual authorized to receive change documents, and be responsible for informing others in Contractor's employ or Subcontractors of changes to the Work.
- B. The Engineer will advise of minor changes in the Work not involving adjustment to Contract Sum/Price or Contract Time by issuing supplemental instructions on EJCDC No. C-942.
- C. The Engineer may issue a Proposal Request including a detailed description of proposed change with supplementary or revised 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. Contractor will prepare and submit estimate within (15) days.
- D. Contractor may propose changes by submitting a request for change to Engineer, describing proposed change and its full effect on the Work. Include a statement describing reason for the change, and effect on Contract Sum/Price and Contract Time with full documentation and a statement describing effect on Work by separate or other Contractors. Document requested substitutions in accordance with Section 016000.
- E. Stipulated Sum/Price Change Order: Based on Proposal Request and Contractor's fixed price quotation or Contractor's request for Change Order as approved by Engineer.

- F. Unit Price Change Order: For contract unit prices and quantities, the Change Order will 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. Changes in Contract Sum/Price or Contract Time will be computed as specified for Time and Material Change Order.
- G. Work Change Directive: In the case of an emergency as defined by the Engineer, the Engineer may issue directive, on EJCDC No. C-940 Work Change Directive signed by Owner, instructing Contractor to proceed immediately with change in the Work, for subsequent inclusion in a Change Order. Document will describe the emergency nature of the changes in the Work, and designate method of determining any change in Contract Sum/Price or Contract Time. Promptly execute change at time of completion of work directive.
- H. Time and Material Change Order: Submit itemized account and supporting data after completion of change, within time limits indicated in Conditions of the Contract. Engineer will determine change allowable in Contract Sum/Price and Contract Time as provided in Contract Documents.
- I. Maintain detailed records of work done on Time and Material basis. Provide full information required for evaluation of proposed changes, and to substantiate costs for changes in the Work.
- J. Document each quotation for change in cost or time with sufficient data to allow evaluation of quotation.
- K. Change Order Forms: EJCDC No. C-941 Change Order; three copies with original signature and supporting documentation are required.
- L. Execution of Change Orders: Engineer will issue Change Orders for signatures of parties as provided in Conditions of the Contract.
- M. Correlation of Contractor Submittals:
 - 1. Promptly revise Schedule of Values 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 subschedules to adjust times for other items of work affected by the change, and resubmit.
 - 3. Promptly enter changes in Project Record Documents.

1.6 DEFECT ASSESSMENT

- A. Replace the Work, or portions of the Work, not conforming to specified requirements.
- B. If, in the opinion of the Engineer, it is not practical to remove and replace the Work, the Engineer will direct appropriate remedy or adjust payment.
- C. The defective Work may remain, but unit sum/price will be adjusted to new sum/price at discretion of Engineer.
- D. Defective Work will be partially repaired to instructions of Engineer, and unit sum/price will be adjusted to new sum/price at discretion of Engineer.
- E. Individual specification sections may modify these options or may identify specific formula or percentage sum/price reduction.

Price and Payment Procedures

- F. Authority of Engineer to assess 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

SECTION 013000

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Coordination and project conditions.
- B. Field engineering.
- C. Preconstruction meeting.
- D. Progress meetings.
- E. Cutting and patching.
- F. Special procedures.

1.2 COORDINATION AND PROJECT CONDITIONS

- Coordinate scheduling, submittals, and Work of various sections of Project Manual to A. ensure efficient and orderly sequence of installation of interdependent construction elements, with provisions for accommodating items installed later.
- Β. Verify utility requirements and characteristics of operating equipment are compatible with building utilities. Coordinate work of various sections 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 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.
- Coordinate completion and clean-up of Work of separate sections in preparation for E. Substantial Completion and for portions of Work designated for Owner's occupancy.
- F. After Owner occupancy of premises, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.

1.3 FIELD ENGINEERING

- A. Locate and protect survey control and reference points. Promptly notify Engineer of discrepancies discovered.
- B. Control datum for survey is that established by Owner provided survey and as shown on Drawings.
- C. Verify set-backs and easements; confirm drawing dimensions and elevations.
- D. Provide field engineering services. Establish elevations, lines, and levels, utilizing recognized engineering and survey practices.
- E. Submit copy of drawings certifying elevations and locations of the Work are in conformance with Contract Documents.
- F. Maintain complete and accurate log of control and survey work as Work progresses.
- G. On completion of foundation walls and major site improvements, prepare certified survey illustrating dimensions, locations, angles, and elevations of construction and site work.
- H. Protect survey control points prior to starting site work; preserve permanent reference points during construction.
- I. Promptly report to Engineer loss or destruction of reference point or relocation required because of changes in grades or other reasons.
- J. Replace dislocated survey control points based on original survey control. Make no changes without prior written notice to Engineer.

1.4 PRECONSTRUCTION MEETING

- A. Engineer will schedule meeting after Notice of Award and the review of the executed Agreement.
- B. Attendance Required: Owner, Engineer, Funding Agency Representatives, Utility Company Representatives (as applicable) and Contractor.
- C. Agenda:
 - 1. Owner-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, and progress schedule.
 - 5. Designation of personnel representing parties in Contract, Owner, Contractor, and Engineer.
 - 6. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 7. Scheduling.

Administrative Requirements

D. Engineer will record minutes and distribute copies within two days after meeting to all contract participants, including but not limited to Funding Agency, Owner, prime contractor, and those affected by decisions made.

1.5 PROGRESS MEETINGS

- A. Engineer will schedule and administer meetings throughout progress of the Work at weekly intervals.
- B. Make arrangements for meetings, prepare agenda with copies for participants and preside at meetings.
- C. Attendance Required: Job superintendent, major subcontractors and suppliers, Owner, Funding Agency Representatives, and Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.
 - 4. Identification of 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.
 - 12. Effect of proposed changes on progress schedule and coordination.
 - 13. Other business relating to Work.
 - 14. Owner's review of Contractor's "record" drawings to date.
- E. Engineer will record minutes and distribute copies within two days after meeting to all contract participants, including but not limited to Funding Agency, Owner, prime contractor, and those affected by decisions made.

PART 2 PRODUCTS - Not Used

PART 3 EXECUTION

3.1 CUTTING AND PATCHING

- A. Employ skilled and experienced installer to perform cutting and patching.
- B. Submit written request in advance of cutting or altering elements affecting:
 - 1. Structural integrity of element.
 - 2. Integrity of weather-exposed or moisture-resistant elements.
 - 3. Efficiency, maintenance, or safety of element.
 - 4. Visual qualities of sight exposed elements.

Administrative Requirements

013000

- 5. Work of Owner or separate contractor.
- 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 Contract Documents.
- G. Fit Work tight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- H. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for assembly, refinish entire unit.
- I. Identify hazardous substances or conditions exposed during the Work to Engineer for decision or remedy.

3.2 SPECIAL PROCEDURES

- A. Materials: As specified in product sections; match existing with new products for patching and extending work.
- B. Employ skilled and experienced installer to perform alteration work.
- C. Cut, move, or remove items as necessary for access to alterations and renovation Work. Replace and restore at completion.
- D. Remove unsuitable material not marked for salvage, including rotted wood, corroded metals, and deteriorated masonry and concrete. Replace materials as specified for finished Work.
- E. Remove debris and abandoned items from area and from concealed spaces.
- F. Prepare surface and remove surface finishes to permit installation of new work and finishes.
- G. Close openings in exterior surfaces to protect existing work from weather and extremes of temperature and humidity.

- H. Remove, cut, and patch Work in manner to minimize damage and to permit restoring products and finishes to original condition.
- I. Refinish existing visible surfaces to remain in renovated rooms and spaces, to renewed condition for each material, with neat transition to adjacent finishes.
- J. Where new Work abuts or aligns with existing, provide smooth and even transition. Patch Work to match existing adjacent Work in texture and appearance.
- K. Patch or replace portions of existing surfaces which are damaged, lifted, discolored, or showing other imperfections.

END OF DOCUMENT

Administrative Requirements 013000

SECTION 013300

SUBMITTAL PROCEDURES

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Submittal procedures.
- B. Construction progress schedules.
- C. Proposed products list.
- D. Product data.
- E. Shop drawings.
- F. Construction photographs.

1.2 SUBMITTAL PROCEDURES

- A. Transmit each item under "Letter of Transmittal."
- B. Sequentially number transmittal forms. Mark revised submittals with original number and sequential alphabetic suffix.
- C. Identify Project, Contractor, subcontractor and supplier; pertinent drawing and detail number, and specification section number, appropriate to submittal.
- D. Apply Contractor's stamp, signed or initialed certifying that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents.
- E. Schedule submittals to expedite Project, and deliver to Engineer at Architecture, Engineering, and Land Surveying Northeast, PLLC (AES Northeast, PLLC), 10-12 City Hall Place, Plattsburgh, New York 12901. Coordinate submission of related items.
- F. For each submittal for review, allow five (5) calendar days excluding delivery time to and from Contractor.
- G. Identify variations from Contract Documents and product or system limitations which may be detrimental to successful performance of completed Work.
- H. Allow space on submittals for Contractor and Engineer review stamps.
- I. Any resubmission required after Engineer's review shall be made within five (5) calendar days after return of the submittal.

- J. Submittals which are determined to be incomplete or otherwise substandard will be returned to the Contractor with no further review. Delays due to incomplete or rejected submittals will not be excused.
- K. Construction will not be allowed to proceed if submittals are not received in a timely manner. Failure by the Contractor to provide the required submittals in a timely manner will not result in an extension to the Contractor's Construction Schedule.
- L. Failure by the Contractor to provide the required submittals in a timely manner may result in progress payment requests being returned to the Contractor until submittals are current.
- M. When revised for resubmission, identify changes made since previous submission.
- N. Distribute copies of reviewed submittals as appropriate. Instruct parties to promptly report inability to comply with requirements.
- O. Submittals not requested will not be recognized or processed.
- P. Provide minimum of three copies for Owner plus number needed for contractor's use and one copy to each contract affected by item.
- Q. All products and shop drawing submittals shall be submitted to Engineer for review within thirty (30) calendar days from date of Notice to Proceed.

1.3 CONSTRUCTION PROGRESS SCHEDULES

- A. Submit initial schedules within five (5) days after date of Owner-Contractor Agreement. After review, resubmit required revised data within five (5) days.
- B. Submit revised Progress Schedules with each Application for Payment.
- C. Distribute copies of reviewed schedules to Project site file, subcontractors, suppliers, and other concerned parties.
- D. Instruct recipients to promptly report, in writing, problems anticipated by projections indicated in schedules.
- E. Submit computer generated horizontal bar chart with separate line for each major portion of Work or operation, identifying first work day of each week.
- F. Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.
- G. Indicate estimated percentage of completion for each item of Work at each submission.
- H. Submit separate schedule of submittal dates for shop drawings, product data, and samples, and dates reviewed submittals will be required from Engineer. Indicate decision dates for selection of finishes.

- I. Revisions To Schedules:
 - 1. Indicate progress of each activity to date of submittal, and projected completion date of each activity.
 - 2. Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
 - 3. Prepare narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken, or proposed, and its effect including effect of changes on schedules of separate contractors.

1.4 PROPOSED PRODUCTS LIST

- A. Within five (5) calendar days after date of Owner-Contractor Agreement, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.
- B. For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

1.5 PRODUCT DATA

- A. Product Data: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents. Provide copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 017000.
- B. Submit number of copies Contractor requires, plus three copies Engineer will retain. Provide copies to each contract affected by item.
- C. Mark each copy to identify applicable products, models, options, and other data. Supplement manufacturers' standard data to provide information specific to this Project.
- D. Indicate product utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- E. After review distribute in accordance with Submittal Procedures article above and provide copies for record documents described in Section 017000.

1.6 SHOP DRAWINGS

- A. Shop Drawings: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents. Produce copies and distribute in accordance with SUBMITTAL PROCEDURES article and for record documents purposes described in Section 017000.
- B. Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.
- C. Submit number of opaque reproductions Contractor requires, plus three copies Engineer will retain. Provide copies to each contract affected by item.

1.7 CONSTRUCTION PHOTOGRAPHS

- Provide photographs of existing site conditions prior to any construction activities. A. Digital format photographs are acceptable. Video taping of site conditions may not be substituted for still photographs.
- B. Submit photographs prior to first Application for Payment and each subsequent application as work progresses. Application for payment will not be processed unless photographs are submitted.
- C. Take site photographs from differing directions indicating relative progress of the Work, (5) five days maximum prior to submitting.
- D. Take photographs as evidence of existing project conditions.
- E. Provide two (2) copies of a "CD" of existing conditions photographs taken by Contractor to Owner with each Application for Payment for work completed during the prior month. Catalog and index photographs in chronological sequence in an easily recognized file saved format acceptable to Engineer.

PART 2 PRODUCTS

Not Used.

PART 3 PART EXECUTION

Not Used.

CONTRACTOR'S LETTERHEAD

PROJECT TITLE: Essex Co	Essex County			
Stormwater System	n Reconstruction			
PROJECT NO.: 4270				
ENGINEER: <u>AES Nor</u>	AES Northeast, PLLC			
SPEC. SECTION NO DESCRIPTION:	 Warranty Performance Affidavit Other Product Data Shop Drawing Samples/Color Charts 			
NO. OF PAGES:				
DATE SUBMITTED:	DATE RESUBMITTED:			
CONTRACTOR'S STAMP & NOTES	The Contractor Certifies that this product submittal:			
	1. Is equal in materials of construction, quality, durability, appearance, strength, and design characteristics.			
	2. It will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole.			
	3. It has a proven record of performance and availability of responsive service.			
	4. There will be no increase in cost to the Owner or increase in Contract Times.			
	5. It conforms substantially to the detailed requirements of the item named in the Contract Documents.			
	6. The Contractor has allowed at least (2) weeks for review of this submittal.			

ENGINEER'S STAMP & NOTES:

AES NORTHEAST, PLLC				
No Exception	ons Taken	Revise & Resubmit		
Make Corrections Noted		Rejected		
DATE:	BY:			

Architect's/Engineer's review is for general conformance with the design concepts and contract documents. Marking or comments shall not be construed as relieving the Contractor from compliance with the project plans and specifications, nor departure therefrom. The Contractor remains responsible for details and accuracy, for confirming and correlating all quantities and dimensions, for selecting fabrication processes, for techniques of assembly and for performing work in a safe manner.

SECTION 014000

QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Quality control and control of installation.
- B. Tolerances
- C. References.
- D. Testing and inspection services.
- E. Examination.
- F. Preparation.

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer 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 field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

1.3 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 Engineer before proceeding.

Quality Requirements 014000
C. Adjust products to appropriate dimensions; position before securing products in place.

1.4 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 standard 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 Contract Documents, request clarification from Engineer before proceeding.
- E. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 TESTING AND INSPECTION SERVICES

- A. Contractor shall employ services of an independent firm to perform testing and inspection of soils and if applicable, concrete. Costs for such services will be included in the bid price as an allowance.
- B. The independent firm will perform tests, inspections and other services specified in individual specification sections and as required by Engineer.
 - 1. Laboratory: Authorized to operate in State of New York.
 - 2. Laboratory Staff: Maintains full time registered Professional Engineer or 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 site.
- D. Reports will be submitted by independent firm to Engineer, in duplicate, indicating observations and results of tests and indicating compliance or non-compliance with Contract Documents.
- E. Cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.
 - 1. Notify Engineer and independent firm (24) twenty-four hours prior to expected time for operations requiring services.
 - 2. Make arrangements with independent firm and pay for additional samples and tests required for Contractor's use.
- F. Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

Quality Requirements 014000

- G. Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by same independent firm on instructions by Engineer. Payment for re-testing or re-inspection will be at the Contractors expense.
- H. Testing Agency Responsibilities:
 - 1. Test samples of mixes submitted by Contractor.
 - 2. Provide qualified personnel at site. Cooperate with Engineer and Contractor in performance of services.
 - 3. Perform specified sampling and testing of products in accordance with specified standards.
 - 4. Ascertain compliance of materials and mixes with requirements of Contract Documents.
 - 5. Promptly notify Engineer and Contractor of observed irregularities or nonconformance of Work or products.
 - 6. Perform additional tests required by Engineer.
 - 7. Attend pre-construction meetings and progress meetings (as requested by the Engineer).
- I. Testing Agency Reports: After each test, promptly submit two copies of report to Engineer and to Contractor. When requested by Engineer, provide interpretation of test results. Include the following:
 - 1. Date issued.
 - 2. Project title and number.
 - 3. Name of inspector.
 - 4. Date and time of sampling or inspection.
 - 5. Identification of product and specifications section.
 - 6. Location in Project.
 - 7. Type of inspection or test.
 - 8. Date of test.
 - 9. Results of tests.
 - 10. Conformance with Contract Documents.
- J. Limits On Testing Agency Authority:
 - 1. Testing agency or laboratory may not release, revoke, alter, or enlarge on requirements of Contract Documents.
 - 2. Testing agency or laboratory may not approve or accept any portion of the Work.
 - 3. Testing agency or laboratory may not assume duties of Contractor.
 - 4. Testing agency or laboratory has no authority to stop the Work.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.

Quality Requirements 014000

- Verify existing substrate is capable of structural support or attachment of new Work B. being applied or attached.
- Examine and verify specific conditions described in individual specification sections. C.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- Clean substrate surfaces prior to applying next material or substance. A.
- 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.

END OF SECTION

SECTION 015000

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary sanitary facilities.

B. Construction Facilities:

- 1. Sheds.
- 2. Parking.
- 3. Progress cleaning and waste removal.
- 4. Traffic regulation.
- 5. Fire prevention facilities.

C. Temporary Controls:

- 1. Barriers.
- 2. Enclosures and fencing.
- 3. Security.
- 4. Water control.
- 5. Dust control.
- 6. Erosion and sediment control.
- 7. Noise control.
- 8. Pest control.
- 9. Pollution control.
- 10. Rodent control.
- D. Removal of utilities, facilities, and controls.

1.2 TEMPORARY SANITARY FACILITIES

A. Provide and maintain required facilities and enclosures per NYS DOL requirements. Provide facilities at time of project mobilization.

1.3 SHEDS

- A. Storage Areas And Sheds: Size to storage requirements for products of individual Sections, allowing for access and orderly provision for maintenance and for inspection of products to requirements of Section 016000.
- B. Preparation: Fill and grade sites for temporary structures sloped for drainage away from sheds.
- C. Removal: At completion of Work remove buildings, foundations, utility services, and debris. Restore areas to pre-existing conditions or better.

1.4 PARKING

- A. Use of existing on-site streets and driveways used for construction traffic is not permitted. Tracked vehicles are not allowed on any paved areas.
- B. Do not allow vehicle parking on existing pavement.
- C. Maintenance:
 - 1. Maintain traffic in sound condition free of excavated material, construction equipment, products, mud, snow, and ice.
 - 2. Maintain existing permanent 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.
- D. Removal, Repair:
 - 1. Remove temporary materials and construction when permanent paving is usable.
 - 2. Remove underground work and compacted materials to depth of 2 feet; fill and grade site as specified.
 - 3. Repair facilities damaged by use, to specified condition.
- E. Mud From Site Vehicles: Provide means of removing mud from vehicle wheels before entering streets.
- 1.5 PROGRESS CLEANING AND WASTE REMOVAL
 - A. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
 - B. Collect and remove waste materials, debris, and rubbish from site weekly and dispose off-site at a permitted facility.

1.6 TRAFFIC REGULATION

- A. Signs, Signals, And Devices:
 - 1. Traffic Cones and Drums, Flares and Lights: As approved by authority having jurisdiction. Refer to Section 015100.
 - 2. Flagperson Equipment: As required by authority having jurisdiction. Refer to Section 015100.
- B. Flag Persons: Provide trained and equipped flag persons to regulate traffic when construction operations or traffic encroach on public traffic lanes. Flag persons shall be certified by NYS DOT prior to work within the Road Right-Of-Ways.
- C. Flares And Lights: Use flares and lights during hours of low visibility to delineate traffic lanes and to guide traffic.
- D. Haul Routes:
 - 1. Consult with authority having jurisdiction, establish public thoroughfares to be used for haul routes and site access.

Temporary Facilities and Controls 015000

- 2. Confine construction traffic to designated haul routes.
- 3. Provide traffic control at critical areas of haul routes to regulate traffic, to minimize interference with public traffic.
- E. Traffic Signs And Signals:
 - 1. Provide signs at approaches to site and on site, at crossroads, detours, parking areas, and elsewhere as needed to direct construction and affected public traffic.
 - 2. Provide, operate, and maintain traffic control signals to direct and maintain orderly flow of traffic in areas under Contractor's control, and areas affected by Contractor's operations.
 - 3. Relocate as Work progresses, to maintain effective traffic control.
- F. Removal:
 - 1. Remove equipment and devices when no longer required.
 - 2. Repair damage caused by installation.
 - 3. Remove post settings to depth of 2 feet.

1.7 FIRE PREVENTION FACILITIES

- A. Prohibit smoking on the construction site. Designate area on site where smoking is permitted during work breaks. Provide approved ashtrays in designated smoking areas.
- B. Establish fire watch 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.
- C. Portable Fire Extinguishers: NFPA 10; 10 pound capacity, 4A-60B: C UL rating.
 - 1. Provide minimum one fire extinguisher in every construction trailer and storage shed.

1.8 BARRIERS

- 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.
- C. Provide protection for plants designated to remain. Replace damaged plants.
- D. Protect non-owned vehicular traffic, stored materials, site, and structures from damage.

1.9 SECURITY

- A. Security Program:
 - 1. Protect Work existing premises from theft, vandalism, and unauthorized entry.
 - 2. Initiate program at project mobilization.
 - 3. Maintain program throughout construction period until Owner occupancy.

Temporary Facilities and Controls

1.10 WATER CONTROL

- A. Grade site to drain. Maintain excavations free of water. Provide, operate, and maintain dewatering equipment, cofferdam, etc.
- B. Protect site from puddling or running water. Provide water barriers as required to protect site from soil erosion.

1.11 DUST CONTROL

- A. Execute Work by methods to minimize raising dust from construction operations.
- B. Provide positive means to prevent air-borne dust from dispersing into atmosphere.

1.12 EROSION AND SEDIMENT CONTROL

- A. Plan and execute construction by methods to control surface drainage from cuts and fills, from borrow and waste disposal areas.
- B. Minimize surface area of bare soil exposed at one time.
- C. Provide temporary best management practices (BMPs) including berms, dikes, and drains, and other devices to prevent storm water flow from eroding site disturbed soils.
- D. Construct fill and waste areas by selective placement to avoid erosive surface silts or clays.
- E. Inspect all erosion and sediment control measures on a weekly basis and after all storm events in excess of ¹/₂" of rain to detect evidence of erosion and sedimentation; promptly apply corrective measures.
- F. In the event of a failure of any best management practice, the Contractor shall hold the Owner and Engineer from any monetary claims, monetary penalties or fees assessed by Regulatory Agencies or 3rd party interests for impairments or damages to surface waters.
- G. Contractor shall certify to compliance with the stormwater program controls and provide an on-site NYS DEC trained person at all times when soil disturbing activities are occurring. Provide copy of NYS DEC Certification of DEC trained person(s).

1.13 NOISE CONTROL

A. Provide methods, means, and facilities to minimize noise from noise produced by construction operations and equipment.

1.14 PEST CONTROL

A. Provide methods, means, and facilities to prevent pests and insects from damaging the Work.

1.15 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 authorities having jurisdiction.

1.16 RODENT CONTROL

A. Provide methods, means, and facilities to prevent rodents from accessing or invading premises.

1.17 REMOVAL OF UTILITIES, FACILITIES AND CONTROLS

- A. Remove temporary utilities, equipment, facilities, and materials prior to Substantial Completion.
- B. Remove underground installations to minimum depth of 2 feet. Grade site as indicated on Drawings or match to existing grades, as applicable.
- C. Clean and repair damage caused by installation or use of temporary work.
- D. Restore existing and permanent facilities used during construction to original condition or better. Restore permanent facilities used during construction to specified condition.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 015100

MAINTENANCE OF TRAFFIC

PART 1 GENERAL

1.1 DESCRIPTION

- A. Work included: Provide all facilities and traffic controls needed to allow safe conduct of the work while maintaining public use of the Town and roads, including, but not necessarily limited to:
 - 1. Warning signs, barricades, delineators, lights, cones, etc.
 - 2. Flaggers with appropriate signs and ability to direct traffic through the work areas.
- B. Traffic control shall be the sole responsibility of the Contractor.

1.2 QUALITY ASSURANCE

A. Inspect roadways at least twice daily to verify all controls are in place and the roadway traffic controls are in proper and safe condition throughout the progress of the work.

1.3 SUBMITTALS

- A. Traffic Control Plan: The Contractor shall submit one reproducible copy of the plan(s). Submit the plan as soon as possible after the Notice to Proceed but no later than the Preconstruction Conference. No work activities will be allowed until the plan has been approved by the Town Highway Department and Essex County Highway (if applicable).
- B. The plan shall identify the means whereby partial or full disruption of traffic will be safely cared for.

1.4 JOB CONDITIONS

- A. The suggested procedure for maintaining traffic through the work zone is:
 - 1. Provide signing in accordance with the National MUTCD.
 - 2. If the Contractor's equipment blocks one lane of traffic and two-way traffic cannot be maintained with cones as per traffic control plan, flaggers shall be provided to maintain two-way traffic through the work zones.
 - 3. Coordinate all blockage of drives with the affected property owners. Provide a minimum of 24-hour advance written notice of all such blockage.

PART 2 PRODUCTS

2.1 TRAFFIC CONTROL PLAN

- A. Locate on the plan all signs and devices to be employed for the control of traffic. The plan shall indicate general sign locations for all work activity and a separate plan may be used to represent signing for specific type activities.
- B. The Contractor shall prepare the traffic control plan in conformance with the requirements of the National ("Manual of Uniform Traffic Control Devices) MUTCD most recent version.
- C. Include on the plan, but do not necessarily limit control devices to:
 - 1. Location of warning signs (indicate wording or symbols to be used);
 - 2. Location of delineators, barricades, cones or similar devices;
 - 3. Location of flagging stations.
- D. All work zone signs shall be reflectorized with black lettering on an orange background or as specified in the National MUTCD. A sufficient number and type of signs and traffic control devices shall be provided in accordance with the National MUTCD.
- E. The Traffic Control Plan shall be reviewed and approved by the Town Highway Department and Essex County Highway prior to construction activities beginning.

PART 3 EXECUTION

3.1 MAINTENANCE OF TRAFFIC

- A. The Contractor shall provide flagging stations as detailed by the traffic control plan or if deemed necessary by the Engineer in order to maintain a smooth and safe flow of traffic. Flaggers shall be provided with a hard hat, safety vest, flag or sign and shall direct and control traffic in a safe and National MUTCD approved manner.
- B. The Contractor is responsible for contacting in advance the local and NYS Police and the local Fire Departments to constantly apprise them of traffic detours and emergency road blockages.
- C. The Contractor shall provide and maintain at all times during the work an adequate ingress and egress for the residents and any businesses in or adjacent to the work site.
- D. Emergency vehicle access shall be allowed within the work site at all times.
- E. The Contractor shall provide emergency service at nights and on the weekends should the work site need attention due to weather conditions or similar problems. An on-call "emergency" telephone number shall be provided to the Engineer and Owner at time of the Pre-construction Conference.
- F. All traffic regulatory signs that must be removed while work progresses shall be temporarily relocated and shall remain in service as directed by the Engineer. On

Maintenance of Traffic 015100

completion of work those signs temporarily relocated shall be reinstalled at original location. Damaged signs shall be replaced by the contractor at no additional cost to the Owner.

END OF SECTION

Maintenance of Traffic 015100 3

SECTION 016000

PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Products.
- B. Product delivery requirements.
- C. Product storage and handling requirements.
- D. Product options.
- E. Product substitution procedures.

1.2 PRODUCTS

- A. Furnish products of qualified manufacturers suitable for intended use. Furnish products of each type by single manufacturer unless specified otherwise.
- B. Do not use materials and equipment removed from existing premises, except as specifically permitted by Contract Documents.
- C. Furnish interchangeable components from same manufacturer for components being replaced.

1.3 PRODUCT DELIVERY REQUIREMENTS

- A. Transport and handle products in accordance with manufacturer's instructions.
- B. Promptly inspect shipments to ensure products comply with requirements, quantities are correct, and products are undamaged.
- C. Provide equipment and personnel to handle products by methods to prevent soiling, disfigurement, or damage.

1.4 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 product.
- D. For exterior storage of fabricated products, place on sloped supports above ground.

Product Requirements 016000

- E. Provide bonded off-site storage and protection when site does not permit on-site 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.
- I. Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products specified by reference standards or by description only: Any product meeting those standards or description.
- B. Products specified by naming one or more manufacturers: products of one of manufacturers named and meeting specifications, no options or substitutions allowed.
- C. Products specified by naming one or more manufacturers with provision for substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Substitutions will be considered only when a product becomes unavailable through no fault of the Contractor.
- B. Engineer will consider requests for Substitutions only in accordance with Article 6 of the EJCDC C-700 Standard General Conditions of the Construction Contract, Instructions to Bidders, and Supplementary Conditions.
- C. Document each request with complete data substantiating compliance of proposed Substitution requirements of the Contract Documents.
- D. A request constitutes a representation that Contractor:
 - 1. Has investigated proposed product and determined that it meets or exceeds quality level of specified product.
 - 2. Will provide same warranty for Substitution as for specified product.
 - 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 Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner for Engineer's review and/or redesign services associated with the substitution and any re-approval by authorities having jurisdiction.

- E. 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 Contract Documents.
- F. Substitution Submittal Procedure:
 - Substitutions will only be considered if provided in accordance with Article 6 of 1. the EJCDC C-700 Standard General Conditions of the Construction Contract, Instructions to Bidders, and Supplementary Conditions.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

Product Requirements 016000 3

SECTION 017000

EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Protecting installed construction.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to Engineer required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final project assessment.
- B. Clean debris from project areas.
- C. Clean site; sweep paved areas, rake clean landscaped surfaces.
- D. Remove waste and surplus materials, rubbish, and construction facilities from project areas.
- E. Remove temporary erosion and sediment control devices once soil disturbed areas are completely revegetated and acceptable to Engineer.

1.4 PROTECTING INSTALLED CONSTRUCTION

- A. Protect installed Work and provide special protection where specified in individual specification sections.
- B. Provide temporary and removable protection for installed products. Control activity in immediate work area to prevent damage.
- C. Prohibit traffic from landscaped areas.

PART 2 PRODUCTS – Not Used.

PART 3 EXECUTION - Not Used.

Execution Requirements 017000 2

PROJECT CLOSEOUT CHECKLIST CONSTRUCTION PHASE (EXHIBIT 1)

AES PROJECT NO .:

4270

PROJECT TITLE:	Stormwater System Reconstruction
OWNER :	Essex County
CONTRACTOR:	
CONTRACT:	GC

OWNER O = AES = AES NORTHEAST, PLLC C = CONTRACTOR **REGULATORY AGENCY** A = N/A = NOT APPLICABLE

DISTRIBUTION DATE

	1						
REQ'D	DATE REC'D	DESCRIPTION	SUB. BY	0	С	AES	REMARKS
Х		Punchlist by AES	AES				
Х		Certificate of Substantial Completion	AES				
Х		Certificate of Completion	А				
Х		Final Change Order	AES				
Х		Final App. for Payment	С				
Х		Certificate Debts & Claims	С				
Х		Release of Liens from Suppliers and Subcontractors	С				
Х		Consent of Surety	С				
Х		Project Guarantee and Certification	С				
Х		Certified Payrolls	С				

LEGEND

SECTION 310000

REQUIREMENTS FOR THE CONSTRUCTION OF UNDERGROUND UTILITY INSTALLATIONS WITHIN THE ESSEX COUNTY HIGHWAY RIGHT-OF-WAYS

PART 1 GENERAL CONDITIONS

These conditions and regulations apply to Highway Work Permits authorizing work within the Essex County Highway right-of-ways for installation of utilty mains and appurtenances. These conditions, and any special conditions which are added to the Work Permit on the method of performing work, are enforceable by the Essex County Highway Department. The Contractor is responsible for obtaining the Work Permit for the work contained within the Essex County Highway Right-of-Ways, as amended herein. The Contractor shall be the applicant for any required Permits and will be responsible for obtaining bonds required by Essex County Highway Department. Bonding requirements will be provided to Bidders prior to Bid opening.

1.1 TIME

A. Work under the permit shall be commenced within thirty (30) days from date of permit issuance, unless extension of this period is approved by the Essex County Highway Department.

1.2 REFERENCES

- A. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited, such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.
- B. The term "NYS DEC Best Management Practices," "Best Management Practices," and/or "BPM's" shall refer to New York Standards and Specifications for Erosion and Sediment Control and New York State Stormwater Management Design Manual, latest version, and including all addendums thereto.

PART 2 GENERAL REQUIREMENTS (UNDERGROUND)

2.1 All underground crossings shall be placed beneath the pavement and shoulder areas without disturbance to the pavements unless otherwise approved by the Engineer. Such installation shall be by jacking, boring, or drilling, in conformance with the specification section. Water jetting will not be permitted. No open cuts will be allowed unless no other method is feasible. The increased cost of alternate methods shall not be considered as justification for open cuts. All current requirements of Chapter XVII, Occupational Safety & Health Administration, Department of Labor, Part 1926, Safety & Health Regulations for Construction, New York State Department of Labor Industrial Code Rule 23, Protection of Persons Employed in Construction and Demolition Work, & Industrial Code Rule 53, Construction Excavation and Demolition Operations at or near underground facilities, and Part 131 of New York

State Dept. of Transportation Rules & Regulations, shall apply. Temporary soil erosion and water pollution controls shall be used as per NYS DEC Best Management Practices and as shown on the Drawings to eliminate degradation of the waters of the U.S. and wetlands.

- 2.2 Plans for underground installations shall be submitted by the Owner to and meet the approval of the Essex County Highway Engineer prior to the permit issuance. An approved maintenance and protection of traffic plan will be required by the contractor prior to initiating any work activities.
- 2.3 Abandoned Underground Installations within the Highway Right-of-Way. The owner of the installation shall notify, in writing, the Engineer of the intention to abandon. The Contractor is responsible for completely filling by lean concrete, "K" crete, cement grout, or other methods approved by Essex County Highway, any abandoned utility mains in the Essex County Highway Right-of-Ways, when required by the Permit.
- 2.4 Inspection and testing will be as determined and supervised by the Essex County Highway Department. All costs incurred by the County necessary for these functions will be paid for by Owner.
- 2.5 All operations shall be conducted so as not to interfere with, interrupt, or endanger the operation of traffic, nor damage, destroy, or endanger the integrity of the County facilities. Operations will be subject to inspection at all times.
- 2.6 Blasting will not be permitted under or near highways and facilities unless approved by the County Highway Department and the Engineer. The contractor shall submit the proposed blasting patterns and procedures for review prior to blasting. A meeting at the site shall be required prior to commencement of actual blasting operations. Attendees shall include Essex County Highway, Owner, Contractor, Blasting licensee/Contractor, and Owner's Engineer.

PART 3 ADDITIONAL REQUIREMENTS

- 3.1 INSTALLATIONS THAT CROSS AND/OR ARE UNDER PAVEMENT & SHOULDER AREAS
 - A. Provide casing pipe where indicated on drawing or required by the Essex County Highway Department and the Engineer.
 - B. Underground installation crossing roadways involving pipelines and utilities shall generally be encased in a larger pipe or conduit. Exceptions to this requirement shall be under the conditions stated in Section 4.2.
 - C. Casing pipe under pavement and/or across highway pavements shall be not less than 5 feet from the top of existing or proposed pavement at any point unless approved by the Essex County Highway Department and the Engineer.
 - D. The casing pipes shall be laid across the entire width of the roadway, and shall extend 10' beyond the edge of existing, or proposed, shoulder.
 - E. Casing pipe shall be so constructed as to prevent leakage of any substance from the casing throughout its length.

Requirements of the Construction of Underground Utility Installations Within the Essex County Highway Right-of-Ways

310000

3.2 BORING, JACKING, TUNNELING

- A. Close observation shall be maintained to detect any settlement or displacement of highway embankment, pavement, shoulders or other facilities. Repair or replacement shall be at contractor's expense.
- B. Grouting operations may be required if loss of ground is a possibility or voids are caused around casing. When grouting is required it shall consist of 1 part cement to 2 parts sand by volume, or an approved equal.
- C. Chemical soil stabilization may be required by the Engineer as design or field conditions dictate.
- D. If an obstruction is encountered during installation to stop the forward action of the pipe, and it becomes evident that it is impossible to advance the pipe, operations will cease and the pipe shall be filled, plugged on both ends, and abandoned in place as noted in Section 2.3.
- E. Bored or jacked installations shall have a bored hole essentially the same as the outside diameter of the pipe. If voids should develop or if the bored hole diameter is greater than the outside diameter of the pipe, grouting or other methods approved by the County Highway Department and the Engineer shall be employed to fill such voids.
- F. When dewatering is required, the proposed method of dewatering must be submitted to the County Highway Departments and the Engineer for approval.
- G. On all boring, drilling or jacking operations, the applicant must provide proof that the machine operator has experience and is competent in the operation of that machine.

3.3 EXCAVATION OF PAVEMENT - SHOULDER AND SIDEWALK AREAS

- A. Installation by open excavation will be permitted only with the approval of the County Highway Department and the Engineer.
- B. Pavement and shoulder removal shall be done in a manner that provides for proper restoration of the replacement sections. Straight, vertical cuts of the pavement and shoulder are required. Pavement that becomes undermined shall be cut back and removed. Alternative repair methods may be used if prior approval is granted by the County Highway Department and the Engineer.
- C. The subbase course shall be a minimum of 12 inches thick unless otherwise approved. The material shall meet the requirements for subbase course Item 304.12 of Standard Specifications.
- D. Backfill shall be with granular material meeting the specification requirements for select granular fill in the New York State Department of Transportation Specifications. Chemical grout, mortar concrete, k-crete or other self-densifying materials may be substituted as approved by the County Highway Department and the Engineer.

- E. The backfill material shall be placed in 6" layers and compacted according to the requirements for backfilling as described in Section 203, Standard Specifications.
- F. Pavement. The replaced pavement shall be the same as the existing pavement in composition and texture. The selection of the material type and composition shall be subject to the approval of the County Highway Department and the Engineer. The limit of pavement replacement shall be such that the replaced pavement is supported by thoroughly compacted subbase material and the pavement is restored to the proper grade, cross-slope and smoothness.
- G. Shoulders. Pavement shoulders, curbs, gutters and other incidental features shall be replaced in kind unless otherwise approved by the County Highway Department and the Engineer.
- H. No pavement cuts are to be left unfilled overnight except in extraordinary cases. With prior approval from the County Highway Department and the Engineer, steel cover plates may be used. Recessing of these plates may be required.
- I. Temporary pavements and shoulders shall be placed as soon as a cross-over installation is completed. If permanent pavement placement is to be delayed, temporary pavements shall be maintained flush with the adjacent pavement surfaces until the pavement is placed.
- J. Only under extraordinary conditions will longitudinal placement of pipes under existing pavement be allowed. In such circumstances a casing pipe or extra thickness carrier pipe will be required.
- K. Pipelines laid longitudinally within the highway right-of-way, shall be buried not less than 6'-0" from ground surface to top of pipe. Required materials and backfill methods shall be as stated in 3.3 C, D, & E.
- L. Sidewalk replacement shall be performed in a neat and workmanship like manner, in accordance with Section 608-3.01 through 608-3.05 of the Standard Specifications. Sidewalk replacement materials shall be of equivalent type and thickness. Handicapped persons ramp constructed in accordance with ADAG requirements is required at all intersections.

3.4 OPEN EXCAVATION - OUTSIDE OF PAVEMENT AND SHOULDER AREAS

- A. Backfill shall consist of material as shown by plans, details, and technical specifications and Standard Specifications.
- B. Compaction shall be as required by the Standard Specifications. Additional material may be required to maintain backfill level with the surrounding ground.

PART 4 SPECIFICATIONS

4.1 CARRIER PIPE

- A. All applicable requirements for carrier pipe under pavements shall apply for a minimum distance of 50 feet (Measured at right angles) from centerline, 25 feet beyond the ends of casing, or to the ROW, whichever is greater.
- B. Pipelines carrying non-flammable substances shall be of accepted material and construction as approved by the County Highway Department and the Engineer and as shown on the Drawings. Joints for carrier line pipe operating under pressure shall be mechanical or welded type.
- C. Carrying pipes shall be laid with sufficient slack so that they are not in tension.

4.2 CASING PIPE

- A. Pipes shall generally be encased in sleeves or large pipes. Small diameter services (2" I.D. or smaller) may be placed unencased if approved by the County Highway Department and the Engineer.
- B. Casing pipe and joints shall be of leak proof construction, designed for the earth and/or other pressures present, plus an H-20 live loading with 50% added for impact.
- C. Steel pipe shall have a minimum yield strength of 35,000 psi. Casing pipe shall meet ASTM Specifications A-139, Grade 5 or equal.
- D. When casing is installed without benefit of a protective coating, and is not cathodically protected, the wall thickness shall be increased to the next nearest standard size, which is a minimum of 1/16 inches greater than the thickness except for diameters under 12-3/4 inches.
- E. The inside diameter of the casing pipe shall be such as to allow the carrier pipe to be removed subsequently without disturbing the casing or the roadbed. For steel pipe casings, the inside diameter of the casing pipe shall be at least 2 inches greater than the largest outside diameter of the carrier pipe joints or couplings, for carrier pipe less than 6 inches in diameter; and at least 4 inches greater for carrier pipe 6 inches and over in diameter or as per the plans and details.
- F. When steel casing pipe is used, the joints shall be welded completely around the circumference of the pipe.
- G. Casing pipe under pavements shall extend a minimum of 10 feet beyond the edge of shoulder. Additional casing lengths maybe required by the County Highway Department and the Engineer.

4.3 PROTECTION AT ENDS OF CASING

A. Casing for carriers of non-flammable substances shall have both ends of the casing blocked up in such a way as to prevent the entrance of foreign material, but allowing leakage to pass in the event of a carrier break.

4.4 SIGNS

- A. Provide signs where indicated on drawing or required by the Essex County Highway Department and the Engineer.
- B. All pipelines shall be prominently marked at right-of-ways (on both sides of the pavement for undercrossings) by durable, weather-proof signs located over the centerline of the pipe. Signs shall show the following:
 - 1. Name & address of owner.
 - 2. Contents of pipe.
 - 3. Pressure in pipe.
 - 4. Depth below grade at point of sign.
 - 5. Emergency telephone in event of pipe rupture.

4.5 SHUT OFF VALVE

A. Emergency shut off valves shall be installed as shown on the Drawings and as per Details.

4.6 JACKING

A. This method shall be in accordance with the current Standard Specifications, Section 650.

4.7 DRILLING

A. This method shall employ the use of an oil field type rock roller bit or a plate bit made up of individual roller cutter units. A high-density slurry (oil field drilling mud) may be injected through a small supply line to the head to act as a cutter lubricant. The point of injection of the slurry shall be at the rear of the cutter units to prevent any jetting action ahead of the pipe. The drilling machine shall run on a set of steel rails and shall be advanced by a set of hydraulic jacks. The method is the same whether earth or rock is being drilled. Methods of a similar nature shall be submitted to the County Highway Department and the Engineer for approval.

4.8 BORING

A. This method shall consist of pushing the pipe with a boring auger rotating within or ahead of the pipe to remove the spoils. The excavation by the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall not exceed the outside diameter of the pipe by more than one-half inch. The face of the cutting head shall be arranged to provide reasonable obstruction to the free flow of soft or loose material. The use of jetting method to install casing or remove spoil is prohibited. The use of water to facilitate progression of the casing or spoil removal is subject to approval of the County Highway Department and the Engineer. Plans and descriptions of the method and layout to be used shall be submitted to the County Highway Department and the Engineer for approval and no work shall proceed until such approval is obtained. Any method which employs simultaneous boring and jacking or drilling and jacking for pipes over 4 inches in diameter which does not have the above approved arrangement <u>WILL NOT BE PERMITTED</u>. For pipes 4 inches and less in

diameter, auguring or boring without this arrangement may be considered for use only as approved by the County Highway Department and the Engineer.

4.9 TUNNELING

- A. This method shall be in accordance with the current New York State Department of Transportation Standard Specifications, Section 664 "Tunnel Liner Plate", with the following additions:
 - 1. Excavation shall not be advanced ahead of the previously installed liner plates anymore than is necessary for the installation of the succeeding liner plates.
 - 2. Tunnel Shields may be required (See Tunnel Shields).

4.10 TUNNEL SHIELDS

A. Pipes installed by tunneling shall be installed with the use of a full or partial tunneling shield or poling plates, as required by the County Highway Department and the Engineer.

4.11 FULL TUNNEL SHIELD

The shield shall be of steel construction, designed to support anticipated loading as specified in A. casing pipe. The advancing face shall be provided with a hood extending not more than 20 inches beyond the face and extending around no less than the upper two-thirds of the circumference. It shall be of sufficient length to permit the installation of at least one complete ring of liner plates within the shield before it is advanced for the installation of the next ring of liner plates. It shall conform to and not exceed the outside dimensions of the pipe being installed by more than one inch at any point on the periphery, unless otherwise approved by the County Highway Department and the Engineer. It shall be adequately braced and provided with necessary appurtenances for completely bulkheading the face. Excavation shall not be advanced beyond the edge of the hood, except in rock. For jacking reinforced concrete pipe, the shield may be fabricated as a special section of reinforced concrete pipe with the steel cutting edge, breasting attachments, etc. east into the pipe. The wall thickness and reinforcing shall be designed for the jacking stresses. Detail plans prepared by the Contractor's hired NYS Professional Engineer, sufficient to determine the adequacy of the shield accompanied with design calculation shall be submitted to the County Highway Department and the Engineer for approval and no work shall proceed until such approval is obtained.

4.12 POLING PLATES

A. Poling Plates shall be of steel construction designed to support the ground outside the bounds of the tunnel through beam action. The beam action shall be capable of extending not more than 20 inches beyond the face and extending not more than 20 inches beyond the face and extending around no less than the upper one-third of the circumference. The Poling Plates shall conform to the configuration of the pipe being installed.

4.13 SHEETING, SHORING, AND TRENCH BOXES

- A. Sheeting shall be in accordance with Standard Specifications, Section 552, except as noted in 4.10 of these requirements. Contractor shall provide design of any proposed sheeting by a NYS Licensed Professional Engineer.
- B. Plans submitted with the permit application shall, when necessary, specify one or more of the following:
 - 1. Permanent Timber Sheet Piling.
 - 2. Permanent Steel Sheet Piling.
 - 3. Temporary Timber Sheet Piling.
 - 4. Temporary Steel Sheet Piling.
 - 5. Safe Operation Sheet Piling.
- C. Trenching and/or digging boxes will be permitted. Specifications will be submitted by a NYS Professional Engineer employed by the Contractor with design calculations supporting the use of the trench/digging box for the soils and depths to be encountered during the construction activities for approval prior to obtaining the Work Permit and beginning excavation activities.

4.14 SUBBASE

A. Subbase shall conform to Section 304 of the Standard Specifications, Section 500 and Section 321123 of these specifications.

4.15 CONCRETE PAVEMENT

A. Where concrete pavement is encountered, the replacement concrete pavement shall be in accordance with current Standard Specifications, Section 500.

4.16 ASPHALT CONCRETE PAVEMENT

A. Asphalt concrete pavement shall be in accordance with current Standard Specifications; Section 400 Section 321216 of these specifications.

PART 5 MAINTENANCE AND PROTECTION OF TRAFFIC

- 5.1 Traffic is to be maintained at all times during the progress of this work and adequate signs, barricades and lights shall be provided in accordance with the provisions of Sub-Chapter H of the NYS Department of Transportation's Manual of Uniform Traffic Control Devices. A Maintenance and Protection of Traffic (MP&T) Plan is required prior to construction activities. No lanes shall be closed without prior approval. An on site Contractor's representative shall be designated and be responsible for implementation of the MP&T Plan.
- 5.2 The Contractor shall erect and maintain suitable barricades around all trenches while work is in progress for the protection of the public, and they shall be suitably lighted by yellow lights at night. The work shall be carried on in such manner that no trench in earth remains open at end of day's work.

- 5.3 No pavement cuts are to be left unfilled over night, except in emergencies, and in such cases, adequate precautions must be exercised to protect traffic. Prior approval must be obtained to use steel plating.
- 5.4 No construction materials or equipment shall be left on the shoulders or pavement after working hours, nor shall any construction equipment or materials be placed in any manner or location that will obstruct highway or railroad warning signs.
- 5.5 All open trenches in the highway right-of-way shall barricaded. There shall be conspicuously displayed bright red flags no less than 24" X 24" attached to such barricades and illuminated at night with flashing yellow lights. Flag persons are necessary and shall be employed by the Contractor and on duty at all times during the progress of the work so as to direct traffic and maintain yellow lights, etc.
- 5.6 Soft shoulder signs of adequate size, not less than 24" square, shall be erected and maintained on all backfill trenches within the shoulder area until the backfill is thoroughly settled. These signs shall be located at the beginning of each section of work at intersections and at a distance not greater than 1,000 feet apart.
- 5.7 The Contractor shall keep the traveled way free of foreign objects such as rocks, timber and other items that may fall from transporting vehicles. Spillage of material carried by or dropped from the undercarriage of any carrying vehicle resulting from the Contractor hauling operations along or across any public traveled way shall be removed immediately from such traveled way, both within and outside of the work limits, shall be kept free of such spillage by the Contractor.

END OF SECTION

SECTION 310516

AGGREGATES FOR EARTHWORK

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Coarse aggregate materials.
 - 2. Fine aggregate materials.
- B. Related Sections:
 - 1. Section 310513 Soils for Earthwork.
 - 2. Section 312213 Rough Grading.
 - 3. Section 312317 Trenching
 - 4. Section 312323 Fill.
 - 5. Section 321123 Aggregate Base Courses.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M147 Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses.
 - 2. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
 - 3. ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).
 - 4. ASTM D2487 Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System).
 - 5. ASTM D4318 Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils.
- C. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.
- D. The term "NYS DEC Best Management Practices," "Best Management Practices," and/or "BPM's" shall refer to New York Standards and Specifications for Erosion and Sediment Control and New York State Stormwater Management Design Manual, latest version, and including all addendums thereto.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Samples: Submit, in air-tight containers, 50 lb sample of each type of fill to testing laboratory.
- C. Materials Source: Submit name of imported materials suppliers.

1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with the Standard Specifications.

PART 2 PRODUCTS

2.1 COARSE AGGREGATE MATERIALS

A. NYS DOT Item 304.12, Type 2, Sub-base Course: Conforming to the Standard Specifications, graded in accordance with ASTM C136, conforming to the following gradation:

Sieve Size	Percent Passing
2 inches	100
¹ /4 inch	25-60
# 40	5-40
# 200	0-10
PAN	0

B. NYS DOT 703.4 (#1's / #2's mix): Crushed or Gravel: Pit run, Angular crushed or natural stone; free of shale, clay, friable material and debris; graded in accordance with ASTM C136, conforming to the Standard Specifications shall be a 50/50 mix of with the following gradation:

#1's	
Sieve Size	Percent Passing
1 inches	100
¹ / ₂ inch	90-100
¹ / ₄ inch	0-15
#2's	
Sieve Size	Percent Passing
1 ¹ / ₂ inches	100
1 inch	90-100
¹ / ₂ inch	0-15

C. Engineered Structural Fill: Screened, crushed gravel or crushed ledge rock, conforming to the following gradation:

Sieve Size	Percent Passing
3 inches	100
1 inch	80-95
¹ / ₂ inch	45-75
#4	30-60
# 40	10-40
# 200	0-7

D. NYS DOT #1a's: Washed Stone, Pit run, Angular crushed or natural stone; free of shale, clay, friable material and debris; graded in accordance with ASTM C136, conforming to the Standard Specification with the following gradation:

·	00
Sieve Size	Percent Passing
1/2"	100
1/4"	20-100
#10	0-15
#20	0-5
PAN	0

E. NYS DOT Item 733.1101 Select Granular Fill: Conforming to the Standard Specifications conforming to the following gradation:

Sieve Size	Percent Passing
4 inches	100
¹ / ₄ inch	0-70
# 200	0-15

- F. Common Fill: Sands and gravels which do not contain wood, rubbish, organics, clay or silts (in excess of 10% of clays or silts by weight), stones larger than 2" in diameter and is capable of compaction of 92% of maximum dry density.
- 2.2 FINE AGGREGATE MATERIALS
 - A. Fine Aggregate Type: Conforming to the NYS DOT Standard Specifications.
 - B. NYS DOT Sand Backfill (AKA "Sand") : NYS DOT Item 733-15 "Sand Backfill" Conforming to the Standard Specifications graded in accordance with ASTM C136; conforming to the following gradation:

Sieve Size	Percent Passing		
1/2""	100		
1/4"	90-100		
No. 200	0-5		

C. NYS DOT Item 203.20: Select Granular Subgrade: Conforming to the Standard Specifications, graded in accordance with ASTM C136, conforming to the following gradation:

<u>Sieve Size</u>	Percent Passing
¹ /4" inch	30-100
No. 40	0-50
No. 200	0-10

Aggregates for Earthwork

2.3 SOURCE QUALITY CONTROL

- A. Section 014000 Quality Requirements: Testing and inspection services.
- B. Coarse Aggregate Material Testing and Analysis: Perform in accordance with applicable ASTM Standard (i.e., ASTM D698, ASTM D1557, ASTM D4318, ASTM C136).
- C. Fine Aggregate Material Testing and Analysis: Perform in accordance with applicable ASTM Standard (i.e., ASTM D698, ASTM D1557, ASTM D4318, ASTM C136).
- D. When tests indicate materials do not meet specified requirements, change material and retest.
- E. With the exception of D above, furnish materials of each type from the same source throughout the Work.

PART 3 EXECUTION

3.1 EXCAVATION

A. Stockpile excavated material meeting requirements for coarse aggregate materials and fine aggregate materials.

3.2 STOCKPILING

- A. Stockpile materials on site at locations designated by Engineer.
- B. Stockpile in sufficient quantities to meet Project schedule and requirements.
- C. Separate different aggregate materials with dividers or stockpile individually to prevent mixing.
- D. Direct surface water away from stockpile site to prevent erosion or deterioration of materials.
- E. Stockpile hazardous materials on impervious material and cover to prevent erosion and leaching, until disposed of.
- F. Provide temporary Erosion and Sediment Controls (E&SC) as per NYS DEC Best Management Practices (BPM's) around stockpile(s) to prevent degradation of drainage-ways and waters of the U.S. Maintain temporary E&SC measures until all stock pile(s) have been removed from the project area and site has been completely re-vegetated. All stockpiled material to remain idle for 10 days or more shall be stabilized with vegetation or covered. Silt fence shall be installed and maintained around the base of all stockpiles, until used or removed from the project site.

3.3 STOCKPILE CLEANUP

A. Remove stockpile, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

B. When borrow area is indicated, leave area in clean and neat condition. Grade site surface to prevent free standing surface water.

END OF SECTION

Aggregates for Earthwork 310516 5

SECTION 311000

SITE CLEARING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing surface debris and structures.
 - 2. Removing designated paving, curbs, and gutters, sidewalks and fences.
 - 3. Removing designated trees, shrubs, and other plant life.
 - 4. Removing abandoned utilities and structures.
 - 5. Excavating topsoil and sub-base materials.

1.2 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for herbicide. Indicate compliance with applicable codes for environmental protection.

1.3 QUALITY ASSURANCE

A. Conform to NYS DEC and APA requirements for the disposal of debris.

1.4 REFERENCES

A. The term "NYS DEC Best Management Practices," "Best Management Practices," and/or "BPM's" shall refer to New York Standards and Specifications for Erosion and Sediment Control and New York State Stormwater Management Design Manual, latest version, and including all addendums thereto.

PART 2 PRODUCTS - NOT USED

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 Administrative Requirements Verification of existing conditions before starting work.
- B. Verify existing plant life designated to remain is tagged or identified.

3.2 **PROTECTION**

A. Locate, identify, and protect utilities indicated to remain from damage.

Site Clearing 311000

- B. Protect trees, plant growth, and features designated to remain as final landscaping.
- C. Protect bench marks, survey control points, and existing structures from damage or displacement. Contractor to hire NYS licensed Land Surveyor acceptable to the property owner and the Town to replace any displaced property pins.

3.3 CLEARING

- A. Prior to start of clearing and grubbing provide all stormwater management practices shown on the plans and as required as per SWPPP or NYS DEC Best Management Practices as applicable.
- B. Clear areas required for access to site and execution of Work.
- C. Remove trees and shrubs indicated on plans by the "Clearing Limits". Remove stumps and root system completely.
- D. Clear undergrowth and deadwood, without disturbing subsoil.

3.4 REMOVAL

- A. Remove debris, rock, and extracted plant life from site.
- B. Remove paving, curbs, gutters, sidewalks, and other structures from construction work areas as necessary to install new work. Neatly saw cut paving and curb edges at right angle to surface as indicated on Drawings.
- C. Remove abandoned utilities. Indicated removal termination point for underground utilities on Record Documents.
- D. Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.
- E. Do not burn or bury materials on site. Leave site in clean condition.
- F. Dispose of all debris at a disposal site approved by NYS DEC and APA for the type of spoils/debris.
- G. It is the contractor's responsibility to obtain any NYS DEC and APA permits for disposal of tree stumps and other debris are required by NYS DEC and APA. Provide copy of permit(s) prior to initiating site clearing and grubbing.

3.5 TOPSOIL EXCAVATION

A. Excavate topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials for use in finish grading.

END OF SECTION

SECTION 312213

ROUGH GRADING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavating topsoil.
 - 2. Excavating subsoil.
 - 3. Cutting, grading, filling, rough contouring and compacting site for site structures, and other site improvements.
- B. Related Sections:
 - 1. Section 310513 Soils for Earthwork.
 - 2. Section 310516 Aggregates for Earthwork.
 - 3. Section 311000 Site Clearing.
 - 4. Section 312316 Excavation.
 - 5. Section 312317 Trenching.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM C136 Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates.
 - 2. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
 - 3. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 4. ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kNm/m3)).
 - 5. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 6. ASTM D2419 Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate.
 - 7. ASTM D2434 Standard Test Method for Permeability of Granular Soils (Constant Head).
 - 8. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 9. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).

C. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Samples: Submit, in air-tight containers, 50 lb sample of each type of fill to testing laboratory.
- C. Materials Source: Submit name of imported materials suppliers.

1.4 CLOSEOUT SUBMITTALS

- A. Section 017000 Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Accurately record actual locations of utilities remaining by horizontal dimensions, elevations or inverts, and slope gradients.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with ASTM C136, ASTM D2419, and ASTM D2434, as applicable.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Topsoil: As specified in Section 310513.
- B. Subsoil Fill: As specified in Section 310513.
- C. Engineered Structural Fill: As specified in Section 310516.
- D. Granular Fill: As specified in Section 310516.

PART 3 EXECUTION

- 3.1 EXAMINATION
 - A. Section 013000 Administrative Requirements: Verification of existing conditions before starting work.

- B. Verify site conditions under provisions of Section 013000.
- C. Verify survey bench mark and intended elevations for the Work are as indicated on Drawings.

3.2 PREPARATION

- A. Contact Local Utility Line Information service at "Dig Safely New York" (www.digsafelyny.org), not less than five working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
 - 2. When located beyond "Dig Safely New York" jurisdiction (i.e., private property), contract locating service to identify underground utilities beyond "Dig Safely New York" jurisdiction.
- B. Identify required lines, levels, contours, and datum.
- C. Notify utility company to remove and relocate utilities.
- D. Protect utilities indicated to remain from damage.
- E. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- F. Protect bench marks, survey control point, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.3 TOPSOIL EXCAVATION

- A. Excavate topsoil from areas to be further excavated, re-landscaped, or re-graded, without mixing with foreign materials for use in finish grading.
- B. Do not excavate wet topsoil.
- C. Stockpile in area designated on site to depth not exceeding 8 feet and protect from erosion. Stockpile material and cover over with impervious material, until disposal.
- D. Remove excess topsoil not intended for reuse, from site.

3.4 SUBSOIL EXCAVATION

- A. Excavate subsoil from areas to be further excavated, re-landscaped, or re-graded.
- B. Do not excavate wet subsoil or excavate and process wet material to obtain optimum moisture content.
- C. When excavating through roots, perform Work by hand and cut roots with sharp axe.
- D. Remove excess subsoil not intended for reuse from site.
- E. Stockpile subsoil to be reused in area designated on site by Engineer to depth not exceeding 8 feet and protect from erosion.
- F. Stockpile excavated material in area designated on site in accordance with Sections 310513 and 310516.
- G. Benching Slopes: Horizontally bench existing slopes greater than 1: 4 to key placed fill material to slope to provide firm bearing.
- H. Stability: Replace damaged or displaced subsoil as specified for fill.

3.5 FILLING

- A. Fill areas to contours and elevations with unfrozen materials.
- B. Place material in continuous layers as follows:
 - Subsoil Fill: Maximum 8 inches compacted depth. 1.
 - 2. Granular Fill: Maximum 6 inches compacted depth.
- C. Maintain optimum moisture content of fill materials to attain required compaction density.
- D. Slope grade away from building minimum 2 percent slope for minimum distance of 10 ft, unless noted otherwise.
- E. Make grade changes gradual. Blend slope into level areas.
- F. Repair or replace items indicated to remain damaged by excavation or filling.

3.6 **TOLERANCES**

- Section 014000 Quality Requirements: Tolerances. A.
- Β. Top Surface of Subgrade: Plus or minus 1/10 foot from required elevation.

3.7 FIELD QUALITY CONTROL

- A. Sections 014000 - Quality Requirements and 017000 - Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform laboratory material tests in accordance with ASTM D1557, ASTM D698, AASHTO T180, (as applicable).
- C. Perform in place compaction tests in accordance with the following:
 - Density Tests: ASTM D1556, ASTM D2167, or ASTM D2922, (as applicable). 1.
 - Moisture Tests: ASTM D3017. 2.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

E. Frequency of Tests: One test per 200 cubic yards of each type of fill material.

3.8 SCHEDULES

- A. NYS DOT Item 304.12, Type 2:
 - 1. Compact uniformly to minimum 98 percent of maximum density.
- B. Subsoil Fill:
 - 1. Select Granular Fill or Reusable (Common) Fill: To subgrade elevation.
 - 2. Compact uniformly to minimum 92 percent of maximum density.
- C. Topsoil Fill:
 - 1. Topsoil: Six (6) inches thick.
 - 2. Compact uniformly to minimum 90 percent of maximum density.

END OF SECTION

SECTION 312316

EXCAVATION

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Soil densification.
 - 2. Excavating for foundations.
 - 3. Excavating for paving, roads, walks, and parking areas.
 - 4. Excavating for slabs-on-grade.
 - 5. Excavating for site structures and manholes.
 - 6. Excavating for landscaping.
 - 7. Excavating for underground utilities.
- B. Related Sections:
 - 1. Section 310513 Soils for Earthwork.
 - 2. Section 310516 Aggregates for Earthwork.

1.2 REFERENCES

- A. Local utility standards when working within 24 inches of utility lines.
- B. ASTM D698, Moisture-Density Relations of Soils and Soil Aggregate Mixtures, Using a 5.5-lb Rammer and a12 inch Drop.
- C. ASTM D1556, Density of Soil In-Place by the Sand-Cone Method.
- D. ASTM D2049, Relative Density of Cohesionless Soils.
- E. ASTM D2167, Density of Soil in Place by the Rubber-Balloon Method.
- F. ASTM D2922, Density of Soil and Soil Aggregate in Place by Nuclear Methods (Shallow Depth).
- G. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.3 SUBMITTALS

A. Section 013300 - Submittal Procedures: Requirements for submittals.

- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.
- C. Samples: Submit, in air-tight containers, 50 lb sample of each type of excavated material to testing laboratory to determine suitability for use as fill material.
- D. Contractor shall submit an excavation plan signed and sealed by a New York State Professional Engineer prior to beginning excavations. The plan must include detailed provisions for controlling groundwater and providing excavation stability at each structure, roadway and general provisions for same at typical underground utility lines. Geotechnical report(s) that are available are included in the Appendices of this project manual.
- E. Shop Drawings: Indicate soil densification grid for each size and configuration footing requiring soils densification.

1.4 QUALITY ASSURANCE

- A. It is the Contractor's responsibility to advise the Engineer, Geotechnical Engineer, and Owner sufficiently in advance of work to allow scheduling of required resident project representatives. Contractor must also coordinate daily testing with the testing agency which is engaged by the Owner.
- B. Do not proceed with filling operations or foundation construction until the subgrade has been approved by the Geotechnical Engineer.
- C. The Contractor must be cognizant of impending weather conditions and schedule the work in order to avoid disturbances of subgrade by precipitation or freezing. No additional compensation will be provided for correction of saturated or frozen subgrades.
- D. Compacted material which does not meet density requirements shall be re-compacted or removed and replaced at contractor's total expense. It shall be retested at the contractor's total expense until it meets the requirements.
- E. Testing costs will be paid from the Testing Allowance. Retesting for failed test results will be at contractor's expense.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 PREPARATION

A. Identify required lines, levels, contours, and datum locations.

- B. Notify utility company to remove and relocate utilities.
- C. Protect utilities indicated to remain from damage.
- D. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- E. Protect bench marks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

3.2 EXCAVATION

- A. Review Geotechnical Reports (if applicable) provided as an Appendix to these specifications.
- B. Underpin adjacent structures which may be damaged by excavation work. Provide sheeting, shoring or bracing to protect excavations from failing or settlements of adjacent structures.
- C. Excavate subsoil to accommodate site structure foundations, paving, manholes and construction operations.
- D. Strip footings or foundation mats bearing near or below the water table shall bear on 6 inches of NYS DOT # 2 crushed stone. Crushed stone shall be placed on undisturbed insitu soils as the excavation progresses and compacted with a minimum of four passes of a diesel powered vibratory plate tamper. It shall extend a minimum of 2 feet beyond the edges of the foundation mat or footings. This work must be performed under the observation of the Engineer. There is a possibility that liquefaction and/or pumping of in-situ soils could occur due to the vibratory action. In this case, vibrating compaction will be waived.
- E. Slope banks with machine to angle of repose or less until shored.
- F. Do not interfere with 45 degree bearing splay of foundations.
- G. Grade top perimeter of excavation to prevent surface water from draining into excavation.
- H. Hand trim excavation. Remove loose matter.
- I. Remove lumped subsoil, boulders, and rock up to $1\frac{1}{2}$ cu yd measured by volume.
- J. Notify Engineer of unexpected subsurface conditions and discontinue affected Work in area until notified to resume Work.
- K. Excavated material may be used as structural backfill provided it complies with specification requirements. Remove excess excavated materials from the site.
- L. Correct areas over excavated within the building footprint with structural fill or concrete as directed by Engineer.
- M. Remove excess and unsuitable material from site and dispose of at a permitted site.

- N. Stockpile excavated material in area designated on site in accordance with Section 310513.
- O. Repair or replace items indicated to remain damaged by excavation.

3.3 FIELD QUALITY CONTROL

- A. Section 017000 Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Request visual inspection of bearing surfaces by Geotechnical Engineer before installing subsequent work.

3.4 **PROTECTION**

- A. Prevent displacement or loose soil from falling into excavation; maintain soil stability.
- B. Protect bottom of excavations and soil adjacent to and beneath foundation from freezing.
- C. Protect structures, utilities and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards created by earth operations.

END OF SECTION

SECTION 312317

TRENCHING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Excavating trenches for utilities.
 - 2. Compacted fill from top of utility bedding to subgrade elevations.
 - 3. Backfilling and compaction.
- B. Related Sections:
 - 1. Section 310513 Soils for Earthwork.
 - 2. Section 310516 Aggregates for Earthwork.
 - 3. Section 312316 Excavation.
 - 4. Section 312323 Fill.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
 - 2. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 3. ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).
 - 4. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 5. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 6. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- C. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.3 DEFINITIONS

A. Utility: Any buried pipe, duct, conduit, or cable.

1.4 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan. Plan shall be designed and sealed by the Contractor's employed NYS Licensed Professional Engineer.
- C. Provide calculation of all sheeting, shoring, and bracing materials provided by the Contractor's employed NYS Licensed Professional Engineer.
- D. Samples: Submit, in air-tight containers, 50 lb sample of each type of fill to testing laboratory.
- E. Materials Source: Submit name of imported fill materials suppliers.

1.5 QUALITY ASSURANCE

A. Perform Work in accordance with the Standard Specifications.

1.6 QUALIFICATIONS

A. Prepare excavation protection plan under direct supervision of Professional Engineer experienced in design of this Work and licensed in the State of New York.

1.7 FIELD MEASUREMENTS

A. Verify field measurements prior to fabrication.

1.8 COORDINATION

- A. Section 013000 Administrative Requirements: Coordination and project conditions.
- B. Verify Work associated with lower elevation utilities is complete before placing higher elevation utilities.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Engineered Structural Fill: As specified in Section 310516.
- B. NYS DOT Item 304.12, Type 2: As specified in Section 310516.
- C. Select Granular Fill: As specified in Section 310516.
- D. NYS DOT Sand Backfill: As specified in Section 310516.
- E. Concrete: Class A.
- F. Flowable Fill: As per the Standard Specifications.

Trenching 312317

PART 3 EXECUTION

3.1 LINES AND GRADES

- A. Lay pipes to lines and grades indicated on Drawings.
 - 1. Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.
- B. Use laser-beam instrument with qualified operator to establish lines and grades.

3.2 PREPARATION

- A. Contact Local Utility Line Information service at "Dig Safely New York" (www.digsafelyny.org) not less than five working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.
 - 2. When located beyond "Dig Safely New York" jurisdiction (i.e., private property), contract locating service (at Contractor's expense) to identify underground utilities beyond "Dig Safely New York" jurisdiction.
- B. Identify required lines, levels, contours, and datum locations.
- C. Protect plant life, lawns, and other features remaining as portion of final landscaping.
- D. Protect bench marks, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.
- E. Maintain and protect above and below grade utilities indicated to remain.
- F. Establish temporary traffic control and detours when trenching is performed in public right-ofway. Relocate controls and reroute traffic as required during progress of Work.

3.3 TRENCHING

- A. Excavate subsoil required for utilities to utility service or existing structure connection point.
- B. Remove lumped subsoil, boulders, and rock up to 1-1/2 cubic yard, measured by volume. Remove rock larger than 1¹/₂ cubic yards at the direction of the Engineer.
- C. Perform excavation (60) inches within existing utility service in accordance with utility's requirements.
- D. Do not advance open trench more than (20) feet ahead of installed pipe.
- E. Cut trenches sufficiently wide to enable installation and allow inspection. Remove water or materials that interfere with Work.
- F. Excavate bottom of trenches maximum 2 feet wider than outside diameter of pipe.
- G. Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and pipe utilities.

- H. Do not interfere with 45 degree bearing splay of foundations.
- I. When Project conditions permit, slope side walls of excavation starting 2 feet above top of pipe. When side walls can not be sloped, provide sheeting and shoring to protect excavation as specified in this section.
- J. When subsurface materials at bottom of trench are loose or soft, excavate to greater depth as directed by Engineer until suitable material is encountered.
- K. Cut out soft areas of subgrade not capable of compaction in place. Backfill with NYS DOT #2 stone (unless directed otherwise by Owner's Engineer) and compact to density equal to or greater than requirements for subsequent backfill material.
- L. Trim excavation. Hand trim for bell and spigot pipe joints. Remove loose matter.
- M. Correct over excavated areas with compacted backfill as specified for authorized excavation or with flowable fill, as directed by Engineer.
- N. Remove excess subsoil not approved for reuse from site.
- O. Stockpile excavated material in area designated on site in accordance with Sections 310513 and 310516.

3.4 SHEETING AND SHORING

- A. Sheet, shore, and brace excavations to prevent danger to persons, structures and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.
- B. Support trenches more than 5 feet deep excavated through unstable, loose, or soft material. Provide sheeting, shoring, bracing, or other protection to maintain stability of excavation.
- C. Design sheeting and shoring to be removed at completion of excavation work.
- D. Repair damage caused by failure of the sheeting, shoring, or bracing and for settlement of filled excavations or adjacent soil.
- E. Repair damage (to the satisfaction of the Owner) to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheeting, shoring, or bracing.

3.5 BACKFILLING

A. Backfill in accordance with Section 312323.

3.6 TOLERANCES

- A. Section 014000 Quality Requirements: Tolerances.
- B. Top Surface of Backfilling Under Paved Areas: Plus or minus 1 inch from required elevations.
- C. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

Trenching 312317

3.7 FIELD QUALITY CONTROL

- A. Section 014000 Quality Requirements and 017000 Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform laboratory material tests in accordance with ASTM D1557, ASTM D698, AASHTO T180, as applicable.
- C. Perform in place compaction tests in accordance with the following:
 - 1. Density Tests: ASTM D1556, ASTM D2167, or ASTM D2922, as applicable.
 - 2. Moisture Tests: ASTM D3017.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.
- E. Frequency of Tests: One for every 50' of trench.

3.8 PROTECTION OF FINISHED WORK

- A. Section 017000 Execution and Closeout Requirements: Protecting finished work.
- B. Reshape and re-compact fills subjected to vehicular traffic during construction.

END OF SECTION

SECTION 312318

ROCK REMOVAL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Removing identified and discovered rock during excavation.
 - 2. Expansive tools Explosives to assist rock removal.

B. Related Sections:

- 1. Section 312316 Excavation.
- 2. Section 312317 Trenching.
- 3. Section 312323 Backfill.

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT

- A. Trench Rock Removal:
 - 1. Basis of Measurement: By cubic yard measured before disintegration.
 - 2. Basis of Payment: Includes pre-blast and post-blast surveys & reports, preparation of rock for removal, explosive mechanical disintegration of rock, & removal from position, and loading & removing from the site. For over excavation, payment will not be made for over excavated work nor for replacement materials.

1.3 REFERENCES

- A. National Fire Protection Association:
 - 1. NFPA 495 Explosive Materials Code.

1.4 DEFINITIONS

- A. Site Rock: Solid mineral material with volume in excess of 1.5 cu yd or solid material that cannot be removed with 1.5 cu yd capacity excavator without drilling or blasting.
- B. Trench Rock: Solid mineral material with volume in excess of 1.5 cu yd or solid material that cannot be removed with 1.5 cu yd capacity excavator without drilling or blasting.
- C. Rock: Solid mineral material of size that cannot be removed with 1.5 cu yd capacity excavator.

1.5 SUBMITTALS

A. Section 013300 - Submittal Procedures: Submittal procedures.

- B. Shop Drawings: Indicate proposed method of blasting, delay pattern, explosive types, type of blasting mat or cover, and intended rock removal method.
- C. Survey Report: Submit pre-blast survey report on conditions of buildings, structures and utilities within 500 feet of rock removal. Pre-blast survey report shall be prepared by the Contractor's employed NYS Licensed Professional Engineer.

1.6 QUALITY ASSURANCE

- A. Seismic Survey Firm: Licensed company specializing in seismic surveys with 10 years documented experience.
- B. Explosives Firm: Company specializing in explosives for disintegration of rock, with 10 years documented experience.

1.7 PROJECT CONDITIONS

- A. Prior to blasting, conduct pre-blast survey, documenting conditions of buildings, structures and utilities within 500 feet of rock removal areas. Photograph existing conditions identifying existing irregularities. Pre-blast surveys and reports shall be conducted by Contractor's employed NY State Licensed Professional Engineer.
- B. Advise owners of adjacent buildings or structures in writing, prior to executing seismographic survey. Explain planned blasting and seismic operations.
- C. Obtain seismic survey prior to rock excavation to determine maximum charges that can be used at different locations in area of excavation without damaging adjacent properties or other work.

1.8 SCHEDULING

- A. Section 013000 Administrative Requirements: Coordination and project conditions.
- B. Schedule Work to avoid disruption to occupied buildings nearby.
- C. Conduct blasting operations between hours of 8:00 a.m. and 4:00 p.m. only.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Explosives: Type recommended by explosive firm following seismic survey and required by authorities having jurisdiction.
- B. Delay Device: Type recommended by explosives firm. Blast Mat Materials: Type recommended by explosives firm.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 Administrative Requirements: Coordination and project conditions.
- B. Verify site conditions and note subsurface irregularities affecting Work of this section.

3.2 PREPARATION

A. Identify required lines, levels, contours, and datum.

3.3 ROCK REMOVAL BY MECHANICAL METHOD

- A. Excavate and remove rock by mechanical method.
 - 1. Drill holes and use expansive tools and/or wedges to fracture rock.
- B. Cut away rock at bottom of excavation to form level bearing.
- C. Remove shaled layers to provide sound and unshattered base for footings, foundations, or trenches.
- D. In utility trenches, excavate to 6 inches below invert elevation of pipe and 24 inches wider than pipe diameter.
- E. Remove excavated materials from site and dispose of at an approved disposal site.
- F. Correct unauthorized rock removal with flowable fill in accordance with Section 312323 or as directed by Engineer.

3.4 ROCK REMOVAL BY EXPLOSIVE METHODS

- A. When rock is uncovered requiring explosives method for rock disintegration, notify Engineer.
- B. Provide seismographic monitoring during progress of blasting operations.
- C. Due to the historically significant structures within the project areas, the blasting plan shall incorporate a maximum vibration standard of 0.5 in/sec. Vibrations standards utilized greater than this shall be at contractor's discretion. Contractor shall be liable for any claims by property Owners for damages caused by blasting operations. The Owner and Engineer shall be held harmless from any such claims caused by blasting operations.
- D. Disintegrate rock and remove from excavation.
- E. Remove rock at excavation bottom to form level bearing.
- F. Remove shaled layers to provide sound and unshattered base for footings, foundations, or trenches.

- G. In utility trenches, excavate to 6 inches below invert elevation of pipe and 24 inches wider than pipe diameter.
- H. Remove excavated material from site and dispose of at a permitted site.
- I. Correct unauthorized rock with flowable fill in accordance with Section 312323.

3.5 FIELD QUALITY CONTROL

- A. Section 014000 Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Request visual inspection of foundation bearing surfaces by Engineer before installing subsequent work.

END OF SECTION

SECTION 312319

DEWATERING

PART 1 GENERAL

1.1 **SUMMARY**

- Section Includes: A.
 - Dewatering system. 1.
 - 2. Surface water control system.
 - 3. Water disposal.
- **Related Sections:** B.
 - Section 312513 Erosion Controls: Surface water runoff control. 1.

1.2 REFERENCES

- A. **ASTM International:**
 - 1. ASTM C33 - Standard Specification for Concrete Aggregates.
- B. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.
- C. The term "NYS DEC Best Management Practices," "Best Management Practices," and/or "BPM's" shall refer to New York Standards and Specifications for Erosion and Sediment Control and New York State Stormwater Management Design Manual, latest version, and including all addendums thereto.

1.3 DEFINITIONS

- Dewatering includes the following: A.
 - Lowering of ground water table and intercepting horizontal water seepage to 1. prevent ground water from entering excavations and trenches.
 - Reducing piezometric pressure within strata to prevent failure or heaving of 2. excavations and trenches.
 - 3. Disposing of removed water.
- B. Surface Water Control: Removal of surface water within open excavations.

1.4 SYSTEM DESCRIPTION

- A. Provide dewatering and surface water control systems where indicated on the drawings and/or where required to permit Work to be completed on dry and stable subgrade.
 1. Provide well points to dewater and relieve hydrostatic pressure within strata.
- B. Provide monitoring wells and monitoring equipment to obtain meaningful observations of conditions affecting excavation and adjacent structures.
 - 1. Provide monitoring wells to observe ground water conditions.
- C. Provide standby equipment stored at Project site and ready for immediate use upon failure of dewatering equipment. Provide the following standby equipment, but not less than one of each type:
 - 1. Dewatering Centrifugal Pump.
 - 2. Dewatering Turbine Pump.
 - 3. Pump Power Unit.
 - 4. Dewatering Jet Eductor Pressure Pump.
 - 5. Portable Electric Generator.

1.5 PERFORMANCE REQUIREMENTS

- A. Design dewatering systems to:
 - 1. Lower water table within areas of excavation to minimum 2 feet below bottom of excavation to permit Work to be completed on dry and stable subgrade.
 - 2. Relieve hydrostatic pressures in confined water bearing strata below excavation to eliminate risk of uplift or other instability of excavation.
 - 3. Prevent damage to adjacent properties, buildings, structures, utilities, and facilities from construction operations.
 - 4. Prevent loss of fines, quick condition, or softening of foundation subgrade.
 - 5. Maintain stability of sides and bottoms of excavations and trenches.
- B. Design surface water control systems to:
 - 1. Collect and remove surface water and seepage entering excavations.

1.6 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Signed and sealed by NYS Licensed Professional Engineer.
 - 1. Indicate dewatering system layout, well depths, well screen lengths, dewatering pump locations, pipe sizes and capacities, grades, filter sand gradations, surface water control devices, valves, and water disposal method and location.
 - 2. Indicate primary and standby power system location and capacity.
 - 3. Indicate layout and depth of monitoring wells, piezometers and flow measuring devices for system performance measurement.
 - 4. Include detailed description of dewatering and monitoring system installation procedures and maintenance of equipment.

Dewatering 312319 2

- 5. Include description of emergency procedures to follow when problems arise.
- C. Product Data: Submit data for each of the following:
 - 1. Dewatering Pumps: Indicate sizes, capacities, priming method, engine or motor characteristics.
 - 2. Pumping equipment for control of surface water within excavation.
- D. Design Data: Signed and sealed by NYS Licensed Professional Engineer.
 - 1. Indicate design values, analyses, and calculations to support design.
 - 2. Include description and profile of geology, soil, and groundwater conditions.
- E. Field Reports: Test and monitoring reports as specified in Field Quality Control article.

1.7 CLOSEOUT SUBMITTALS

- A. Section 017000 Execution and Closeout Requirements: Requirements for submittals.
- B. Project Record Documents: Record actual locations and depths of capped wells and piping abandoned in place.

1.8 QUALITY ASSURANCE

- A. Comply with authorities having jurisdiction for the following:
 - 1. Drilling and abandoning of wells used for dewatering systems, (NYS DOH).
 - 2. Water discharge and disposal from pumping operations, (NYS DEC and APA).
- B. Perform Work in accordance with NYS DEC Best Management Practices (BMPs).

1.9 QUALIFICATIONS

- A. Installer: Company specializing in performing work of this section with minimum ten years documented experience and responsible for design, operation, and maintenance of dewatering system.
 - 1. Assume sole responsibility for dewatering and surface water control systems and for loss or damage resulting from partial or complete failure of protective measures and settlement or resultant damage caused by ground water control operations.
- B. Design, install, and monitor operation of dewatering under direct supervision of a NYS Licensed Professional Engineer experienced in design of this Work.

1.10 PRE-INSTALLATION MEETINGS

- A. Section 013000 Administrative Requirements: Pre-installation meeting.
- B. Convene minimum one week prior to commencing work of this section.

1.11 **SEQUENCING**

- A. Section 011000 - Summary: Requirements for sequencing.
- B. Sequence work to obtain required permits before start of dewatering operations.
- Sequence work to install and test monitoring systems minimum 7 days before testing and C. operating dewatering systems.
- D. Sequence work to install and test dewatering and surface water control systems minimum 7 days before starting excavation and trenching.

1.12 COORDINATION

- Section 013000 Administrative Requirements: Requirements for coordination. A.
- Β. Coordinate work to permit the following construction operations to be completed on dry stable substrate.

PART 2 PRODUCTS

- 2.1 DEWATERING EQUIPMENT
 - A. Select dewatering equipment to meet specified performance requirements.
- 2.2 MONITORING EQUIPMENT
 - Piezometers: Standpipe type for installation to monitor water elevation. A.
- ACCESSORIES 2.3
 - Valves and Fittings: Furnish valves and fittings to isolate each well from header pipe and A. to prevent loss of pump prime.

PART 3 EXECUTION

3.1 **EXAMINATION**

- Section 013000 Administrative Requirements: Verification of existing conditions A. before starting work.
- Conduct additional borings and investigations of existing subsurface conditions as B. required to complete a dewatering system design.
- Contact Local Utility Line Information service at "Dig Safely New York" C. (www.digsafelyny.org) not less than five working days before performing Work.
 - 1. Request underground utilities to be located and marked within and surrounding construction areas.

Dewatering 312319 4

- 2. When located beyond "Dig Safely New York" jurisdiction (i.e., private property), contract locating service to identify underground utilities beyond "Dig Safely New York" jurisdiction.
- D. Employ NYS Licensed Land Surveyor to provide following documentation:
 - 1. Survey existing adjacent buildings, structures, and improvements for position and elevation of principal elements before and after completion of dewatering operations.

3.2 PREPARATION

A. Protect existing adjacent buildings, structures, and improvements from damage caused by dewatering operations.

3.3 MONITORING WELLS

- A. Install monitoring wells at locations required by Contractor's employed NYS Licensed Professional Engineer.
- B. Test each monitoring well point to verify installation is performing properly.
- C. Install piezometers, calibrate, and test for proper operation.
- D. Protect monitoring well standpipes from damage by construction operations.
- E. Maintain accessibility to monitoring wells continuously during construction operations.
- F. Maintain monitoring wells until groundwater is allowed to return to normal level.

3.4 DEWATERING SYSTEM

- A. Install dewatering system in accordance with shop drawings.
- B. Locate system components to allow continuous dewatering operations without interfering with installation of permanent Work and existing public rights-of-way, drives, parking lots, sidewalks, and adjacent buildings, structures, and improvements.
- C. Drill wells in sizes and to depth necessary to maintain dry excavations.
- D. While drilling and installing well keep bore hole filled with natural or organic drilling fluid. Bentonite clay drilling fluid is not permitted.
- E. Attach well screen to riser pipe. Attach centralizers to riser pipe at maximum 20 feet spacing to keep screen and riser centered in bore hole. Insert well screen and riser pipe into well.

- F. Develop wells by surging water to remove clay, silt, and sand from well screen and immediate vicinity of bore hole.
- G. Test well for proper water flow through well screen and pumping rate for dewatering system operation. Repeat development until well meets performance requirements.
- H. Cover and seal top of well until pump is installed.
- I. Install pumps in accordance with manufacturer's instructions.
- J. Connect pumps to discharge header. Install valves to permit pump isolation.

3.5 SURFACE WATER CONTROL SYSTEM

- A. Provide ditches, berms, and other devices to divert and drain surface water from excavation area as specified in Section 312513.
- B. Divert surface water and seepage water within excavation areas into sumps and pump water into settling basins in accordance with NYS DEC Approved Stormwater Management Practices.
- C. Control and remove unanticipated water seepage into excavation.

3.6 SYSTEM OPERATION AND MAINTENANCE

- A. Operate dewatering system continuously until backfilling is complete.
- B. Provide 24-hour supervision of dewatering system by personnel skilled in operation, maintenance, and replacement of system components.
- C. Conduct daily observation of dewatering system and monitoring system. Make required repairs and perform scheduled maintenance.
- D. Fill fuel tanks before tanks reach 25 percent capacity. Pay for all fuels used.
- E. Start emergency generators at least once each week to check operating condition.
- F. When dewatering system cannot control water within excavation, notify Engineer and stop excavation work.
 - 1. Supplement or modify dewatering system and provide other remedial measures to control water within excavation.
 - 2. Demonstrate dewatering system operation complies with performance requirements before resuming excavation operations.
- G. Modify dewatering and surface water control systems when operation causes or threatens to cause damage to new construction, existing site improvements, adjacent property, or adjacent water wells.

- H. Correct unanticipated pressure conditions affecting dewatering system performance.
- I. Do not discontinue dewatering operations without Engineer's approval.

3.7 WATER DISPOSAL

A. Discharge water to settling basins or other NYS DEC approved device acceptable to Engineer.

3.8 SYSTEM REMOVAL

- A. Remove dewatering and surface water control systems after dewatering operations are discontinued.
- B. Remove piezometers and monitoring wells.
- C. Fill abandoned wells with Class "A" concrete.
- D. Cut off and weld steel cap on abandoned wells minimum 36 inches below completed subgrade elevation.
- E. Repair damage caused by dewatering and surface water control systems or resulting from failure of systems to protect property.

3.9 FIELD QUALITY CONTROL

- A. Section 014000 Quality Requirements and 017000 Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. After dewatering system is installed, perform pumping test to determine when selected pumping rate lowers water level in well below pump intake. Adjust pump speed, discharge volume, or both to ensure proper operation of each pump.
- C. Monitor and record the following, daily, until steady state conditions occur. Then monitor and record conditions twice each week.
 - 1. Average discharge flow rate for each deep well, eductor header, and well point.
- D. Monitor and record the following, daily, until dewatering system is discontinued.1. Groundwater elevation.
- E. Monitor ground water discharge for sand content. Sample and test water from each well weekly for sand content. Maximum permitted sand content is 5 parts per million.
- F. Survey existing adjacent buildings, structures, and improvements weekly to detect movement in comparison to original elevations during dewatering operations.
 - 1. Notify Engineer immediately of measured movement.

- G. Submit initial installation reports including the following:
 - 1. Installation and development reports for well points and pumps.
 - 2. Installation and baseline reports for monitoring wells and piezometers.
 - 3. Test reports of monitoring well water analysis.
 - 4. Initial dewatering flow rates.
- H. Submit weekly monitoring reports including the following:
 - 1. Dewatering flow rates.
 - 2. Piezometer readings.
 - 3. Test reports of discharge water analysis.
 - 4. Maintenance records for dewatering and surface water control systems.

END OF SECTION

SECTION 312320

EXCAVATION SUPPORT AND PROTECTION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 1 Specification Sections, apply to this Section.

1.2 SUMMARY

A. This Section includes temporary excavation support and protection systems.

1.3 PERFORMANCE REQUIREMENTS

- A. Design, furnish, install, monitor, and maintain excavation support and protection system capable of supporting excavation sidewalls and of resisting soil and hydrostatic pressure and superimposed and construction loads.
 - 1. Provide professional engineering services needed to assume engineering responsibility, including preparation of Shop Drawings and a comprehensive engineering analysis by a qualified New York State Professional Engineer.
 - 2. Prevent surface water from entering excavations by grading, dikes, or other means.
 - 3. Install excavation support and protection systems without damaging existing buildings, pavements, and other improvements adjacent to excavation.

1.4 SUBMITTALS

- A. Shop Drawings for Information: Prepared by or under the supervision of a qualified professional engineer for excavation support and protection systems.
 - 1. Include Shop Drawings signed and sealed by the qualified New York State Professional Engineer responsible for their preparation.
- B. Qualification Data: For Installer and Professional Engineer.
- C. Photographs or videotape, sufficiently detailed, of existing conditions of adjoining construction and site improvements that might be misconstrued as damage caused by the absence of, the installation of, or the performance of excavation support and protection systems.

1.5 PROJECT CONDITIONS

A. Existing Utilities: Do not interrupt utilities serving facilities occupied by Owner or others unless permitted in writing by Engineer and then only after arranging to provide temporary utility services according to requirements indicated.

- B. Project-Site Information: A geotechnical investigation has been completed for this Project and is available for information only. Owner will not be responsible for interpretations or conclusions drawn from results of the investigation.
 - 1. The Contractor may make additional test probes/borings and conduct other exploratory operations necessary for excavation support and protection design.
 - 2. The geotechnical probe results are included in the Appendices.
- C. Survey adjacent structures and improvements, employing a qualified NYS Land Surveyor; establish exact elevations at fixed points to act as benchmarks. Clearly identify benchmarks and record existing elevations.
 - 1. During installation of excavation support and protection systems, regularly resurvey benchmarks, maintaining an accurate log of surveyed elevations and positions for comparison with original elevations and positions. Promptly notify Engineer if changes in elevations or positions occur or if cracks, sags, or other damage is evident in adjacent construction.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. General: Provide materials that are either new or in serviceable condition.
- B. Structural Steel: ASTM A 36/A 36M.
- C. Steel Sheet Piling: ASTM A 328/A 328M, with continuous interlocks.
- D. Wood Lagging: Lumber, mixed hardwood, nominal rough thickness of 4 inches.
- E. Shotcrete: Comply with Division 3 Section "Shotcrete" for shotcrete materials and mixes, reinforcing, and shotcrete application.
- F. Cast-in-Place Concrete: ACI 301, of compressive strength required for application.
- G. Reinforcing Bars: ASTM A 615/A 615M, deformed.

PART 3 - EXECUTION

3.1 PREPARATION

- A. Protect structures, utilities, sidewalks, pavements, and other facilities from damage caused by settlement, lateral movement, undermining, washout, and other hazards that could develop during excavation support and protection system operations.
 - 1. Shore, support, and protect utilities encountered.
- B. Install excavation support and protection systems to ensure minimum interference with roads, streets, walks, and other adjacent occupied and used facilities.
 - 1. Do not close or obstruct streets, walks, or other adjacent occupied or used facilities without permission from Owner and authorities having jurisdiction. Provide alternate

routes around closed or obstructed traffic ways if required by authorities having jurisdiction.

- C. Locate excavation support and protection systems clear of permanent construction so that forming and finishing of concrete surfaces is not impeded.
- D. Monitor excavation support and protection systems daily during excavation progress and for as long as excavation remains open. Promptly correct bulges, breakage, or other evidence of movement to ensure that excavation support and protection systems remain stable.
- E. Promptly repair damages to adjacent facilities caused by installing excavation support and protection systems.

3.2 SOLDIER BEAMS AND LAGGING

- A. Install steel soldier beams before starting excavation. Space soldier beams at regular intervals not to exceed allowable flexural strength of wood lagging. Accurately align exposed faces of flanges to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment.
- B. Install wood lagging within flanges of soldier beams as excavation proceeds. Trim excavation as required to install lagging. Fill voids behind lagging with soil, and compact.
- C. Install walls horizontally at centers indicated and secure to soldier beams.

3.3 SHEET PILING

A. Before starting excavation, install one-piece sheet piling lengths and tightly interlock to form a continuous barrier. Limit vertical offset of adjacent sheet piling to 60 inches. Accurately align exposed faces of sheet piling to vary not more than 2 inches from a horizontal line and not more than 1:120 out of vertical alignment. Cut tops of sheet piling to uniform elevation at top of excavation or as designed by contractor's NYS Professional Engineer.

3.4 TIEBACKS

- A. Tiebacks: Drill for, install, grout, and tension tiebacks into position. Test load-carrying capacity of each tieback and replace and retest deficient tiebacks.
 - 1. Test loading shall be observed by a qualified professional engineer responsible for design of excavation support and protection system.
 - 2. Maintain tiebacks in place until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.5 BRACING

- A. Bracing: Locate bracing to clear columns, floor framing construction, and other permanent work. If necessary to move brace, install new bracing before removing original brace.
 - 1. Do not place bracing where it will be cast into or included in permanent concrete work, unless otherwise approved by Engineer.
 - 2. Install internal bracing, if required, to prevent spreading or distortion of braced frames.

Excavation Support and Protection

3. Maintain bracing until structural elements are supported by other bracing or until permanent construction is able to withstand lateral earth and hydrostatic pressures.

3.6 REMOVAL AND REPAIRS

- A. Remove excavation support and protection systems when construction has progressed sufficiently to support excavation and bear soil and hydrostatic pressures. Remove in stages to avoid disturbing underlying soils or damaging structures, pavements, facilities, and utilities.
 - 1. Remove excavation support and protection systems to a minimum depth of 48 inches below overlying construction and abandon remainder.
 - 2. Repair or replace, as approved by Engineer, adjacent work damaged or displaced by removing excavation support and protection systems.
- B. Leave excavation support and protection systems permanently in place for portions shown.

END OF SECTION

SECTION 312323

BACKFILL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Backfilling site structures to subgrade elevations.
 - 2. Fill under slabs-on-grade.
 - 3. Fill for over-excavation.

B. Related Sections:

- 1. Section 310513 Soils for Earthwork.
- 2. Section 310516 Aggregates for Earthwork.
- 3. Section 312316 Excavation.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. ASTM International:
 - 1. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
 - 2. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 3. ASTM D1557- Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).
 - 4. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 5. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 6. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
- C. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for geotextile fabric indicating fabric and construction.

- C. Samples: Submit, in air-tight containers, 50 lb sample of each type of fill to testing laboratory.
- D. Materials Source: Submit name of imported fill materials suppliers.

1.4 QUALITY ASSURANCE

- A. It is the Contractor's responsibility to advise the Engineer and Owner sufficiently in advance of work to allow scheduling of required resident project representatives (RPR's). Contractor must also coordinate daily testing with the testing agency.
- B. The Contractor must be cognizant of impending weather conditions and schedule the work in order to avoid disturbances of subgrade by precipitation or freezing. No additional compensation will be provided for correction of saturated or frozen subgrades.
- C. Compacted material which does not meet density requirements shall be re-compacted or removed and replaced at contractor's total expense. It shall be retested at the contractor's total expense until it meets the requirements.

PART 2 PRODUCTS

2.1 FILL MATERIALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. NYS DOT: #2's: As specified in Section 310516.
- C. Engineered Structural Fill: As specified in Section 310516.
- D. NYS DOT 304.12, Type 2: As specified in Section 310516.
- E. Concrete: Class A conforming to the Standard Specifications.
- F. Flowable Fill: Cementitious flowable backfill material conforming to the Standard Specifications, having compressive strength of 50 to 100 psi at 28 days. Fill shall be excavatable and the mix design shall use a large sized aggregate and include additional provisions as required to minimize shrinkage.
- G. Common Fill: As specified in Section 310516.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 Administrative Requirements: Coordination and project conditions.
- B. Verify subdrainage, dampproofing, or waterproofing installation has been inspected.
- C. Verify underground tanks are anchored to their own foundations to avoid flotation after backfilling.
- D. Verify structural ability of unsupported walls to support loads imposed by fill.

Backfill 312323

3.2 PREPARATION

- A. Compact subgrade to density requirements for subsequent backfill materials.
- B. Cut out soft areas of subgrade not capable of compaction in place. Backfill with fill and compact to density equal to or greater than requirements for subsequent fill material.
- C. Proof roll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

3.3 BACKFILLING

- A. Backfill areas to contours and elevations with unfrozen materials.
- B. Do not allow previously placed fill or in-situ soils to freeze. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen or spongy subgrade surfaces.
- C. Place and compact backfill materials in equal continuous layers not exceeding 8 inches in loose thickness, at a moisture content of ^{+/-}2% of the optimum moisture content, and to densities in excess of the following, as determined by ASTM D1557:

Minimum Density	Area Affected	
98%	Under utility mains, duct banks, structures and pavement.	
92%	All other areas.	

- D. Employ placement method that does not disturb or damage other work.
- E. Maintain optimum moisture content of backfill materials to attain required compaction density.
- F. Backfill against supported foundation walls. Do not backfill against unsupported foundation walls unless specifically allowed to do so by the Engineer.
- G. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.
- H. Slope grade away from structures minimum 2 inches in 10 ft, unless noted otherwise.
- I. Employ placement method that does not disturb or damage foundation perimeter, utilities in trench, and other utilities and/or site structures or buildings.
- J. Make gradual grade changes. Blend slope into level areas.
- K. Do not leave any trench open at end of the working day.
- L. Protect open trench to prevent danger to Owner and the public.
- M. Remove surplus backfill materials from site and dispose of at a permitted site.

Backfill 312323

- N. Backfill simultaneously on both sides of a utility main to prevent stresses on utility main or displacement of utility main.
- 3.4 UTILITY LINE BEDDING
 - A. Install bedding per Backfilling requirements above.

3.5 TOLERANCES

- A. Section 014000 Quality Requirements: Tolerances.
- B. Top Surface of Backfilling Within Building Areas: Plus or minus 1/4 inch from required elevations.
- C. Top Surface of Backfilling Within Paved Areas: Plus or minus 1/2 inch from required elevations.
- D. Top Surface of General Backfilling: Plus or minus 1 inch from required elevations.

3.6 FIELD QUALITY CONTROL

- A. Section 017000 Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Perform laboratory material tests in accordance with ASTM D1557 or as directed by Geotechnical Engineer.
- C. Perform in place compaction tests in accordance with the following or as directed by Geotechnical Engineer:
 - 1. Density Tests: ASTM D2922.
 - 2. Moisture Tests: ASTM D3017.
- D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest at no additional cost to Owner.
- E. Frequency of Tests:
 - 1. As specified in individual Sections of the specifications.

3.7 PROTECTION OF FINISHED WORK

- A. Section 017000 Execution and Closeout Requirements: Protecting finished work.
- B. Reshape and re-compact fills subjected to vehicular traffic.

3.8 SCHEDULE

- A. Grass Areas:
 - 1. Common Fill to 6 inches below finish grade.
- B. Asphalt Paving or Concrete Sidewalk:
 - 1. NYS DOT Item 304.12, Type 2.

Backfill 312323

- C. Correct Over-Excavations:
 - 1. Engineered Structural fill or as recommended by Owner's Geotechnical Engineer for specific application.
- D. Correct Over-Excavation (Rock):
 - 1. Flowable Fill.
- E. Wet Areas (Trenches):
 - 1. NYS DOT #2's compacted to area requirements being backfilled and/or as directed by Engineer.

END OF SECTION

SECTION 312324

FLOWABLE FILL

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Flowable fill for:
 - a. Filling abandoned utilities.
 - 2. Abandonment of Existing Manholes

1.2 UNIT PRICE - MEASUREMENT AND PAYMENT (APPLIES TO UNIT PRICE CONTRACTS ONLY)

- A. Flowable Fill:
 - 1. Basis of Measurement: By cubic yard.
 - 2. Basis of Payment: Includes furnishing flowable fill and installing where required.

1.3 DEFINITIONS

- A. Utility: Any buried pipe, duct, conduit, manhole, tank, or cable.
- B. Flowable Fill: Lean cement concrete fill used for filling abandoned utilities.

1.4 REFERENCE STANDARDS

- A. ASTM International:
 - 1. ASTM C33 Standard Specification for Concrete Aggregates.
 - 2. ASTM C94/C94M Standard Specification for Ready-Mixed Concrete.
 - 3. ASTM C150 Standard Specification for Portland Cement.
 - 4. ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete.
 - 5. ASTM C403/C403M Standard Test Method for Time of Setting of Concrete Mixtures by Penetration Resistance.
 - 6. ASTM C494/C494M Standard Specification for Chemical Admixtures for Concrete.
 - 7. ASTM C618 Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use as a Mineral Admixture in Concrete.
 - 8. ASTM C1017/C1017M Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete.
 - 9. ASTM C1040 Standard Test Methods for Density of Unhardened and Hardened Concrete in Place By Nuclear Methods.
 - 10. ASTM D4832 Standard Test Method for Preparation and Testing of Controlled Low Strength Material (CLSM) Test Cylinders.
- B. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard

Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.5 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Manufacturer's Certificate: Certify that products meet or exceed specified requirements.
- C. Field Quality-Control Submittals:
 - 1. Mix Design:
 - a. Furnish flowable fill mix design for each specified strength.
 - b. Furnish separate mix designs when admixtures are require for the following:
 - 1) Flowable fill Work during hot and cold weather.
 - 2) Air entrained flowable fill Work.
 - c. Identify design mix ingredients, proportions, properties, admixtures, and tests.
 - 2. Furnish test results to certify flowable fill mix design properties meet or exceed specified requirements.
- D. Delivery Tickets:
 - 1. Furnish duplicate delivery tickets indicating actual materials delivered to Project Site.
- E. Qualifications Statements:
 - 1. Submit qualifications for supplier.

1.6 QUALITY ASSURANCE

A. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.7 QUALIFICATIONS

- A. Supplier:
 - 1. Company specializing in supplying products specified in this Section with minimum three years' documented experience.
 - 2. Product source approved by authority having jurisdiction.

1.8 ENVIRONMENTAL REQUIREMENTS

- A. Section 015000 Temporary Facilities and Controls specifies ambient condition control facilities for product storage and installation.
- B. Minimum Conditions: Do not install flowable fill during inclement weather or when ambient temperature is less than 40 degrees F.

1.9 FIELD MEASUREMENTS

A. Verify field measurements before installing flowable fill to establish quantities required to complete the Work.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Portland Cement: ASTM C150 Type I Normal.
- B. Fine Aggregates: ASTM C33.
- C. Water: Clean and not detrimental to concrete.

2.2 ADMIXTURES

- A. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.
- B. Air Entrainment: ASTM C260.
- C. Chemical Admixture: ASTM C494/C494M.
- D. Fly Ash: ASTM C618 Class C or F obtained from residue of electric generating plant using ground or powdered coal.
- E. Plasticizing: ASTM C1017/C1017M Type I, plasticizing.

2.3 MIXES

- A. Mix and deliver flowable fill according to ASTM C94/C94M, Option C.
- B. Flowable Fill Design Mix:

ITEM	Metallic Conduit	Non-Metallic Conduit
Cement Content	75 lb/cu yd	50 lb/cu yd
Fly Ash Content	150 lb/cu yd	300 lb/cu yd
Water Content	40 gal./cu yd	40 gal./cu yd
Air Entrainment	10% +/-5%	10% +/-5%
Temperature, Minimum at Point of Delivery	50 degrees F	50 degrees F
Fine Aggregate (Natural Sand (ASTM C33)(SSD))	2800 lb/cu yd	2750 lb/cu yd
Slump	Flowable	Flowable

- C. Provide water content in design mix to produce self-leveling, flowable fill material at time of placement.
- D. Design mix air entrainment and unit mass are for laboratory design mix and source quality control only.

2.4 SOURCE QUALITY CONTROL

- A. Section 014000 Quality Requirements: Testing, inspection and analysis requirements.
- B. Test and analyze properties of flowable fill design mix and certify results for the following:
 - 1. Design mix proportions by weight of each material.
 - 2. Aggregate: ASTM C33 for material properties and gradation.
 - 3. Properties of plastic flowable fill design mix including:
 - a. Temperature.
 - b. Slump.
 - c. Air entrainment.
 - d. Wet unit mass.
 - e. Yield.
 - f. Cement factor.
 - 4. Properties of hardened flowable fill design mix including:
 - a. Compressive strength at 1 day, 7 days, and 28 days. Report compressive strength of each specimen and average specimen compressive strength.
 - b. Unit mass for each specimen and average specimen unit mass at time of compressive strength testing.
- C. Prepare delivery tickets containing the following information:
 - 1. Project designation.
 - 2. Date.
 - 3. Time.
 - 4. Class and quantity of flowable fill.
 - 5. Actual batch proportions.
 - 6. Free moisture content of aggregate.
 - 7. Quantity of water withheld.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 Administrative Requirements: Verification of existing conditions before starting Work.
- B. Verify new utility installation is complete and tested before placing flowable fill in utilities to be abandoned.
- C. Verify excavation for utility to be abandoned is dry and clear of debris.
3.2 PREPARATION

- A. Section 017000 Execution and Closeout Requirements: Requirements for installation preparation.
- B. Support and restrain utilities to prevent movement and during installation of flowable fill.
- C. Protect structures and utilities from damage by hydraulic pressure of flowable fill before fill hardens.
- D. Protect utilities and foundation drains to prevent intrusion of flowable fill.

3.3 INSTALLATION - FILLING ABANDONED UTILITIES

- A. Verify pipes and conduits are not clogged and are sufficiently empty to permit gravity installation of flowable fill for entire length indicated to be filled.
- B. Sewer main shall be flushed to remove sanitary debris. All solids shall be removed from the pipe and disposed of at a permitted location. Flushing water and raw sewage shall be disposed of at the Owner's treatment facility. Use of the sanitary collection system must be approved by the Owner.
- C. Seal lower end of pipes and conduits by method to contain flowable fill and to vent trapped air caused by filling operations.
- D. Place flowable fill using method to ensure there are no voids.
 - 1. Fill pipes and conduits from high end.
 - 2. Each utility must be completely filled full of flowable fill. The contractor may be required to provide additional openings in the main to allow access to install the flowable fill. The work will not be considered complete until the cubic yards installed matched the volume of the pipe to be filled. Restoration for these additional openings shall be included in the cost of the flowable fill.
- E. After filling pipes and conduits seal both ends.

3.4 INSTALLATION – FILLING/ABANDONING EXISTING MANHOLES

- A. Where existing manholes and catch basins are abandoned in place the contractor shall remove the existing frame and cover and relinquish to the owner. The contractor shall remove the upper most section(s) of the manhole to a minimum depth of 24" below the subbase of a road (or the topsoil in lawn areas). Fill the remainder of the manhole with flowable fill. Restore per the pipe trench details for the applicable finish grade material. Fine grade to blend with existing contours or to match proposed finish grade.
- B. Flowable fill in the existing manhole may not be installed until the fill in the existing mains to be abandoned has been completed.

3.5 FIELD QUALITY CONTROL

- A. Section 014000 Quality Requirements: Requirements for inspecting and testing.
- B. Perform testing according to ASTM C94/C94M.
 - 1. Take samples for tests for every 150 cu yd of flowable fill, or fraction thereof, installed each day.
 - 2. Sample, prepare and test four compressive strength test cylinders according to ASTM D4832. Test one specimen at 3 days, one at 7 days, and two at 28 days.
 - 3. Measure temperature at point of delivery when samples are prepared.
- C. Defective Flowable Fill: Fill failing to meet the following test requirements or fill delivered without the following documentation.
 - 1. Test Requirements:
 - a. Minimum temperature at point of delivery.
 - b. Compressive strength requirements for each type of fill.
 - 2. Documentation: Duplicate delivery tickets.
- D. The Work will only be accepted once the volume of installed concrete matches the volume of the existing utilities to be abandoned.

3.6 CLEANING

- A. Section 017000 Execution and Closeout Requirements: Requirements for cleaning.
- B. Remove spilled and excess flowable fill from Project Site.
- C. Restore facilities and Site areas damaged or contaminated by flowable fill installation to existing condition before installation.

END OF SECTION

SECTION 312513

EROSION CONTROLS

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Geotextile.
 - 2. Rock, Rip Rap
 - 3. Planting Materials
 - 4. Factory Made Inlet Protection Unit.
 - 5. Diversion Channels
 - 6. Sediment Ponds / Infiltration Basins.
 - 7. Sediment Traps.
 - 8. Rip Rap Slope Stabilization.
 - 9. Site Stabilization.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T88 Standard Specification for Particle Size Analysis of Soils.
 - 2. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 4.54-kg (10-lb) Rammer and a 457-mm (18-in.) Drop.
- B. American Concrete Institute:
 - 1. ACI 301 Specifications for Structural Concrete.
- C. ASTM International:
 - 1. ASTM C127 Standard Test Method for Density, Relative Density (Specific Gravity), and Absorption of Coarse Aggregate.
 - 2. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3 (600 kN-m/m3)).
 - 3. ASTM D1557 Standard Test Methods for Laboratory Compaction Characteristics of Soil Using Modified Effort (56,000 ft-lbf/ft3 (2,700 kN-m/m3)).
 - 4. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 5. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
 - 6. ASTM D 4491 Permittivity.
 - 7. ASTM D 4751 Apparent Opening Size.
 - 8. ASTM D 4632 Grab Tensile Strength.
 - 9. ASTM D 4833 Puncture Resistance.
 - 10. ASTM D 4533 Trapezoidal Tear.
 - 11. ASTM D 3786 Mullen Burst.
 - 12. ASTM D 4353 Sampling of Geotextiles for Testing.
 - 13. ASTM D 4355 Ultraviolet Stability.
 - 14. ASTM D 4873 Guide for Identification, Storage, and Handling of Geosynthetics.

Erosion Controls 312513

- 15. ASTM D 698 Standard Test Method for Moisture-Density Relations of Soil and Soil-Aggregate Mixtures (Standard Proctor).
- D. Precast/Prestressed Concrete Institute:
 - 1. PCI MNL-116S Manual for Quality Control for Plants and Production of Precast and Prestressed Concrete Products.
- E. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.
- F. The term "NYS DEC Best Management Practices," "Best Management Practices," and/or "BPM's" shall refer to New York Standards and Specifications for Erosion and Sediment Control and New York State Stormwater Management Design Manual, latest version, and including all addendums thereto.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data: Product Data: Submit data on geotextile, rock source & gradation.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with the Standard Specifications.

1.5 PRE-INSTALLATION MEETINGS

A. Convene minimum one week prior to commencing work of this section.

PART 2 PRODUCTS

2.1 GEOTEXTILES

- A. Geotextile Fabric: Furnish in accordance with the Standard Specifications.
- B. Materials
 - 1. Fibers used in the manufacture of drainage geotextiles shall consist of a material composed of at least 85 percent by weight polyolefins, polyesters, or polyamides.
 - 2. The geotextile and the threads used in sewing geotextiles shall be resistant to chemical attack, rot and mildew.
 - 3. The geotextile shall have no tears, or defects which adversely alter its physical properties.
- C. Shipment and Storage
 - 1. The geotextile shall be kept dry and wrapped such that it is protected from the elements during shipping and storage.

- 2. At no time shall the geotextile be exposed to ultraviolet light for a period exceeding fourteen days.
- 3. Geotextile rolls shall be stored in a manner which protects them from the elements. If stored outdoors, they shall be elevated and protected with a waterproof cover.
- 4. The geotextile shall be labeled as per ASTM D 4873, "Guide for Identification, Storage, and Handling of Geosynthetics".
- D. Rolled Erosion Control Blanket (ECB)
 - 1. For use where shown on Drawings and Details and for stabilization of slopes greater than 1/3.
 - 2. All materials used in the ECB must be biodegradable. Nylon or other plastics are not allowed.
 - **a.** ECB shall be made with 2 natural nets, provide protection up to 12 months, and be designed for moderate flow channels and on slopes up to 2:1. The ECB shall have a double netting to ensure more efficient erosion protection and plant and have the following characteristics
 - 1) Top Net: Leno Weave Organic Jute Netting
 - 2) Bottom Net: Leno Weave Organic Jute Netting
 - 3) Matrix: 100% Agricultural Straw
 - 4) Thread: Biodegradable
 - 5) Permissible Shear Stress: 1.73 PSF (83 Pa)
- E. Filter Fabric Woven
 - 1. For use where shown on Drawings and Details and for lining drainage trenches.
 - 2. The geotextiles shall be composed of high-tenacity monofilament and slit tape polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position. The geotextiles shall be inert to biological degradation and resist naturally encountered chemicals, alkalis, and acids.
 - 3. The woven Filter Fabric shall meet the specifications of the following table:

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value	
*			MD	CD
Wide Width Tensile Strength	ASTM D4595	lbs/in (kN/m)	183 (32.1)	250 (43.8)
Grab Tensile Strength	ASTM D4632	lbs (N)	325 (1446)	425 (1892)
Grab Tensile Elongation	ASTM D4632	%	15	15
Trapezoid Tear Strength	ASTM D4533	lbs (N)	135 (601)	150 (668)
CBR Puncture Strength	ASTM D6241	lbs (N)	1000 ((4450)
Apparent Opening Size (AOS) ¹	ASTM D4751	US Sieve (mm)	50 (0.30)	
Percent Open Area	COE-02215	%	4	
Permittivity	ASTM D4491	sec ⁻¹	0.	51
Permeability	ASTM D4491	cm/sec	0.027	
Flow Rate	ASTM D4491	(gal/min/ft ²) l/min/m ²	35 (1426)	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	7	0

¹ ASTM D4751: AOS is a Maximum Opening Diameter Value

	Physical Properties	Test Method	Unit	Typical Value
--	----------------------------	-------------	------	---------------

Mass/Unit Area	ASTM D5261	oz/yd^2 (g/m ²)	8.0 (271)
Thickness	ASTM D5199	mils (mm)	35 (0.9)
Roll Dimensions (width x length)		ft (m)	12 x 300 (3.7 x 91)
Roll Area		yd^2 (m ²)	400 (334)
Estimated Roll Weight		lbs (kg)	212 (96)

- F. Rock Rip Rap Underlayment-Trenches and End Sections
 - 1. Woven
 - 2. For use where shown on Drawings and Details and for use under rock rip rap in trenches and storm and drain end sections.
 - 3. The geotextiles shall have woven slit film polypropylene providing separation for good subgrades by preventing mixing of subgrade soils and base aggregates. The geotextiles shall be composed of high-tenacity polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position. The geotextiles shall be inert to biological degradation and resistant to naturally encountered chemicals, alkalis, and acids.

Mechanical Properties	Test Method	Unit	Minimum Average Roll Value		
•			MD	CD	
Grab Tensile Strength	ASTM D4632	lbs (N)	200 (890)	200 (890)	
Grab Tensile Elongation	ASTM D4632	%	15	10	
Trapezoid Tear Strength	ASTM D4533	lbs (N)	75 (334)	75 (334)	
CBR Puncture Strength	ASTM D6241	lbs (N)	700 (3115)	
Apparent Opening Size (AOS) ¹	ASTM D4751	US Sieve (mm)	40 (0).43)	
Permittivity	ASTM D4491	sec ⁻¹	0.	05	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	70		

4. The geotextile fabric shall meet the specifications of the following table:

¹ ASTM D4751: AOS is a Maximum Opening Diameter Value

Physical Properties	Test Method	Unit	Typical Value
Weight	ASTM D5261	oz/yd^2 (g/m ²)	4.0 (136)
Thickness	ASTM D5199	mils (mm)	20 (0.5)
Roll Dimensions (width x length)		ft (m)	12.5 x 43217.5 x 309(3.8 x 132)(5.3 x 94.2)
Roll Area		$yd^2 (m^2)$	600 (502)
Estimated Roll Weight		lb (kg)	210 (95)

2.2 ROCK, RIP RAP

- A. Furnish materials in accordance with the Standard Specifications.
- B. Riprap: Granite type; broken stone irregular shaped rock; solid and non-friable, 6 inch minimum size, 12 inch maximum size, unless specified otherwise.

- C. Meeting the Standard Specifications for light stone fill.
- D. Rock: Sound, hard and angular shape; well graded; without shale seams, structural defects and foreign substances; with width and thickness greater than one third its length; minimum specific gravity of 2.5, as determined in accordance with AASHTO T88 and ASTM C127, bulk saturated, and surface dry basis; size and gradation in accordance with NCSA Class, Size No. R5 within following limits:

Square Opening	Percent Passing NCSA Size No.					
inches	R8	R7	R6	R5	R4	R3
42	100					
30		100				
24	15-50		100			
18		15-50		100		
15	0-15					
12		0-15	15-50		100	
9				15-50		
6		0-15	0-15		15-50	100
4				0-15		
3					0-15	15-50
2						0-15

2.3 PLANTING MATERIALS

- A. Seeding and Soil Supplements: As specified in Section 329219.
- B. Mulch: As specified in Section 329219.

2.4 FACTORY MADE INLET PROTECTOR UNIT

- A. Manufacturers:
 - 1. Dandy Products.
 - 2. Approved Equal.

B. Description:

- 1. Unit shall have lifting straps to allow removal of the unit and manual inspection of the storm water system. Straps shall be rated to support the weight of the grate.
- 2. Unit shall be composed of geotextile fabric with the following characteristics.

PROPERTY	TEST METHOD	UNITS	TEST RESULTS
Grab Tensile Strength	ASTM D 4632	lbs	450 x 300
Grab Tensile Elongation	ASTM D 4632	%	40 x 25
Puncture Strength	ASTM D 4833	lbs	130
Mullen Burst Strength	ASTM D 3786	psi	600
Trapezoid Tear Strength	ASTM D 4533	lbs	165 x 150
% Open Area (POA)	COE - 22125-86	%	28
Apparent Opening Size	ASTM D 4751	US Std Sieve	30
Permittivity	ASTM D 4491	sec1	3.5
Permeability	ASTM 4491	cm/sec	0.25
Water Flow Rate	ASTM 4491	gal/min/ft2	250
Ultraviolet Resistance	ASTM D 4355	%	70

C. Installation

- 1. Remove the grate from the catch basin.
- 2. Stand the grate on end. Move the top lifting straps out of the way and place the grate into the Unit so that the grate is below the top straps and above the lower straps. The grate should be cradled between the upper and lower straps.
- 3. Holding the lifting devices, insert the grate into the inlet, being careful that the grate remains in place and being careful not to damage the Unit.

D. Maintenance

- 1. Remove all accumulated sediment and debris from vicinity of unit after each storm event.
- 2. After each storm event and at regular intervals, look into the Unit. If the Unit is more than 1/3 full of accumulated sediment, the Unit must be emptied.
- 3. Empty the Unit by using the lifting straps lift the Unit out of the inlet and remove the grate. Transport the Unit to an appropriate location for removal of the contents. Holding the dumping straps on the outside at the bottom of the Unit, turn the Unit upside down, emptying the contents. Reinstall Unit as above.
- 4. Dispose of Unit and/or absorbent in accord with applicable Federal, state and local environmental laws and regulations at an approved site.

E. Method of Measurement

- 1. The quantity to be paid is for the actual number of Units installed.
- F. Basis of Payment
 - 1. The unit price shall include labor, equipment, and materials necessary to complete the work and maintain the Units.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify compacted subgrade, granular base, or stabilized soil is acceptable and ready to support devices and imposed loads. Do not place rip rap over frozen or spongy surfaces.
- C. Verify gradients and elevations of base or foundation for other work are correct.

3.2 DIVERSION CHANNELS

- A. Windrow excavated material on low side of channel.
- B. Compact to 95 percent maximum density.
- C. On entire channel area, apply soil supplements and sow seed as specified in Section 329219.
- D. Mulch seeded areas with hay as specified in Section 329219.

3.3 SEDIMENTATION POND/INFILTRATION BASIN

- A. Clear and grub storage area and embankment foundation area site as specified in Section 311000.
- B. Excavate emergency spillway in natural ground.
- C. Construct rock outlet protection at outlet, as specified in this Section. Place embankment material, as specified in Section. When required, obtain borrow excavation for formation of embankment, as specified in Section 312323.
- D. On entire sedimentation pond/infiltration basin area, apply soil supplements and sow seed as specified in Section 329219.
- E. Mulch seeded areas with straw as specified in Section 329219.
- F. Diversion channels and sedimentation basins are to be constructed before construction commences on the rest of the project. Stormwater may be directed to these practices as soon as they are stable.
- G. Infiltration basins shall not have construction stormwater directed into them to prevent sediment clogging. Temporary sediment traps shall be used instead.

3.4 SEDIMENT TRAPS

- A. Construct trap by excavating and forming embankments per NYS DEC Standard Practice details.
- B. Place coarse aggregate or rock at outlet.
- C. Place geotextile fabric, as specified for rock energy dissipater.
- D. Mulch seeded areas with hay as specified in Section 329219.

3.5 RIP RAP SLOPE STABILIZATION

- A. Where riprap erosion protection material is required, the riprap shall conform to the grain size requirements and thickness provided in the contract documents.
- B. A 6-in. thick lift of gravel shall be placed between the geotextile and the riprap in those locations where the riprap size is greater than or equal to 4-in. in diameter.
- C. Gravel and riprap placement shall begin at the toe and proceed up the slope.
- D. Any geotextile damaged during placement of riprap or gravel shall be replaced as directed by the engineer at the contractor's expense.
- E. In underwater applications, the geotextile and required thickness of riprap shall be placed the same day.

3.6 SITE STABILIZATION

- A. Incorporate erosion control devices indicated on the Drawings into the Project at the earliest practicable time.
- B. Construct, stabilize and activate erosion controls before site disturbance within tributary areas of those controls.
- C. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and which will remain exposed for more than 14 days.
 - 1. Apply mulch at recommended rates.
 - 2. Stabilize disturbed areas which are not at finished grade and which will be idle for more than 14 days.
 - 3. Stabilize disturbed areas which are either at finished grade or will not be disturbed within one year within 14 days.
- D. Stabilize diversion channels, sediment traps, and stockpiles immediately.

3.7 FIELD QUALITY CONTROL

- A. Section 017000 Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Inspect erosion control devices on a weekly basis and after each runoff event. Make necessary repairs to ensure erosion and sediment controls are in good working order.

3.8 CLEANING

- A. Section 017000 Execution and Closeout Requirements: Requirements for cleaning.
- B. When sediment accumulation in sedimentation structures has reached a point one-third depth of sediment structure or device, remove and dispose of sediment.
- C. Do not damage structure or device during cleaning operations.
- D. Do not permit sediment to erode into construction or site areas or natural waterways.

- E. Clean channels when depth of sediment reaches approximately one half channel depth.
- F. All sediment shall be removed from permanent sedimentation structures before final completion is granted.

END OF SECTION

SECTION 312514

TEMPORARY SILT FENCE

PART 1 GENERAL

1.1 WORK INCLUDED

- A. This work shall consist of furnishing, installing, maintaining, and removing a temporary water permeable filter fence (silt fence) to remove suspended particles from the drainage water passing through it.
- B. The quantity of temporary silt fence to be installed will be affected by the actual conditions which occur during the construction of the project. The quantity of temporary silt fence may be increased or decreased at the direction of the engineer. Such variations in quantity will not be considered as alterations in the details of construction or a change in the character of the work.

1.2 REFERENCES

- A. ASTM D 4491 Permittivity.
- B. ASTM D 4751 Apparent Opening Size.
- C. ASTM D 4632 Grab Tensile Strength.
- D. ASTM D 4833 Puncture Resistance.
- E. ASTM D 4533 Trapezoidal Tear.
- F. ASTM D 3786 Mullen Burst.
- G. ASTM D 4353 Sampling of Geotextiles for Testing.
- H. ASTM D 4355 Ultraviolet Stability.
- I. ASTM D 4873 Guide for Identification, Storage, and Handling of Geosynthetics.
- J. ASTM D 698 Standard Test Method for Moisture-Density Relations of Soil and Soil-Aggregate Mixtures (Standard Proctor).
- K. The term "NYS DEC Best Management Practices," "Best Management Practices," and/or "BPM's" shall refer to New York Standards and Specifications for Erosion and Sediment Control and New York State Stormwater Management Design Manual, latest version, and including all addendums thereto.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Fibers used in the manufacture of geotextiles shall consist of a material composed of at least 85 percent by weight polyolefins, polyesters, or polyamides.
- B. The geotextile and the threads used in sewing geotextiles shall be resistant to chemical attack, rot and mildew.
- C. The geotextile shall have no tears or defects which adversely alter its physical properties.
- D. Silt fence geotextiles shall meet the geotechnical requirements of AASHTO M-288-00.
- E. Edges of the geotextile shall be finished to prevent the outer fibers from pulling away from the geotextile.
- F. The geotextile shall be free of defects or flaws which significantly affect its physical and/or filtering properties.
- G. Geotextile rolls shall be stored in manner which protects them from the elements. If stored outdoors, they shall be elevated and protected with a waterproof cover. The geotextile shall be labeled as per ASTM D 4873, "Guide for Identification, Stored and Handling of Geotextiles."
- H. The geotextile shall be protected from the elements prior to installation. The geotextile shall not be exposed to temperatures greater than 140°F.

2.2 POSTS

- A. Posts shall be a minimum of 4 ft. long and pointed at one end.
- B. Wood or steel posts may be used. The post type selected shall be based on anticipated drainage conditions and silt loading.
- C. Maximum post spacing shall be between 4 ft. and 6 ft. depending on anticipated drainage conditions and silt loading.
- D. Soft wood posts shall be at least 3-in. in diameter, or nominal 2 in. x 4 in. and straight enough to provide a fence without noticeable misalignment. If oak posts are used, the size may be reduced to a minimum of 1 ½ in. x 1 ½ in. with a tolerance of minus 1/8 in. providing the cross-sectional area is a nominal of 2.25 in. Steel posts shall be round, "U", "T", "L", or "C" shaped with a minimum weight of 0.75 lb/ft. Higher post weights may be required as directed by the Engineer.

2.3 SUPPORT

- A. When required, wire or another type of support shall be used to improve the load carrying capacity of the silt fence. Support is required for silt fence constructed with non-woven geosynthetic.
- B. Support shall be at least 34-in. high and strong enough to support applied loads. The support shall be fastened securely between the geotextile and the post.
- C. Prefabricated fence systems may be used provided they meet all of the above material requirements.

2.4 FASTENERS

- A. The geotextile may be attached to the posts using geotextile pockets, staples or nails. Wire staples shall be a No. 17 gauge minimum and shall have a minimum 0.75 in. wide crown and 0.5 in. long legs.
- B. Staples shall be evenly spaced with at least 4 per post. Nails shall be a minimum of 14 gauge, 1 inch long, with 0.75 in. button heads. Nails shall be evenly spaced with at least 4 per post.

2.5 SILT FENCE

- A. The silt fence shall be constructed of a minimum 36-in. wide geotextile securely fastened to posts.
- B. The geotextile shall be attached to the up-gradient side of the posts such that a 6-in. to 8in. length of geotextile is left unattached at the bottom to be buried in soil. The silt fence shall be constructed to withstand the forces induced by sediment loading. When required, wire or another type of support shall be constructed between the geotextile and the posts to improve the load carrying capacity of the silt fence.

PART 3 EXECUTION

3.1 INSTALLATION

- A. The contractor shall install silt fence in accordance with this specification, in accordance with NYS DEC Best Management Practices (BMPs) and as shown in the contract drawings or as directed by the engineer.
- B. Silt fence construction shall be adequate to handle the stress due to sediment loading.
- C. Posts shall be installed at least 18-in. deep into the ground. Where an 18-in. depth is impossible to achieve, the posts should be adequately secured to prevent overturning of the fence due to sediment loading.
- D. All geotextile splice joints shall be sewn. Silt fence splice joints shall be constructed with a minimum overlap of 18 in.

- E. The bottom geotextile edge of the silt fence shall be buried to a minimum depth of 6 in. such that no water flow can pass beneath the silt fence. The geotextile shall be buried as shown in the details.
- F. When wire support fence is used, the wire shall also be buried a minimum of 2 in. and extend a maximum of 32 in. above original ground surface.

3.2 MAINTENANCE AND REMOVAL

- A. The silt fence shall remain in place until project completion and site have been stabilized.
- B. The contractor shall maintain the silt fence until it is removed, and shall remove and dispose of soil accumulations at a permitted site.
- C. The contractor shall inspect all silt fences immediately after each rainfall and at least daily during prolonged rainfall. Any deficiencies shall be immediately corrected by the contractor.
- D. The contractor shall make a daily review of the location of silt fences or posts in areas where construction activities have changed the natural contour and drainage runoff to ensure that the silt fences are properly located for effectiveness. Where deficiencies exist, additional silt fences or posts shall be installed in accordance with NYS DEC Best Management Practices (BMPs). The silt fence should be promptly repaired or replaced should it become damaged or otherwise ineffective.
- E. Sediment deposits shall either be removed when the deposit reaches approximately ½ of the height of the silt. Silt fence which has been removed will remain the property of the contractor. Upon removal of the silt fence, the contractor shall remove and dispose of excess soil accumulations, regrade area to match existing or proposed finished grades and vegetate all bare areas. Perform all work in accordance with NYS DEC BMPs

END OF SECTION

SECTION 313700

RIPRAP

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Riprap placed loose.
- B. Related Sections:
 - 1. Section 310516 Aggregates for Earthwork.

1.2 REFERENCES

A. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for geotextile fabric.
- C. Samples: Submit, in air-tight containers, 50 lb sample of riprap aggregate materials to testing laboratory.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 QUALITY ASSURANCE

- A. Furnish each aggregate material from single source throughout the Work.
- B. Perform Work in accordance with the Standard Specifications.

PART 2 PRODUCTS

- 2.1 MATERIALS
 - A. Riprap: Granite type; broken stone irregular shaped rock; solid and nonfriable 12 inch minimum size, 24 inch maximum size.
 - B. Geotextile Fabric: Rock Rip Rap Underlayment per Specification Section 312513

Riprap 313700

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 Administrative Requirements: Verification of existing conditions before starting work.
- B. Do not place riprap over frozen or spongy subgrade surfaces.

3.2 PLACEMENT

- A. Place geotextile fabric over substrate, lap edges and ends.
- B. Place riprap at culvert pipe ends, at embankment slopes, and as indicated on Drawings and details.
- C. Installed Thickness: 24 inch average or as shown on Drawings and details.
- D. Place rock evenly and carefully in one consistent operation to preclude disturbance or displacement of substrate.
- E. Driveway culverts do not require riprap unless noted on the Drawings.

END OF SECTION

SECTION 321123

AGGREGATE BASE COURSES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Aggregate base course in paved areas.

1.2 REFERENCES

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO T180 (American Association of State Highway and Transportation Officials) -Moisture-Density Relations of Soils Using a 10-lb Rammer and an 18-inch Drop.
 - 2. AASHTO M288 Standard Specification for Geotextile Specification for Highway Applications.
- B. ASTM International:
 - 1. ASTM D1556 Standard Test Method for Density and Unit Weight of Soil in Place by the Sand-Cone Method.
 - 2. ASTM D1557 Test Methods for Moisture-Density Relations of Soils and Soil-Aggregate Mixtures Using 10-lb Rammer and an 18-inch Drop.
 - 3. ASTM D2167 Standard Test Method for Density and Unit Weight of Soil in Place by the Rubber Balloon Method.
 - 4. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 5. ASTM D2940 Standard Specification for Graded Aggregate Material For Bases or Subbases for Highways or Airports.
 - 6. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
 - C. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for geotextile fabric
- C. Samples: Submit, in air-tight containers, 50-lb sample of each type of aggregate fill to testing laboratory.

D. Materials Source: Submit name of aggregate materials suppliers.

QUALITY ASSURANCE 1.4

- A. Furnish each aggregate material from single source throughout the Work.
- Perform Work in accordance with State of New York Department of Transportation's standard. Β.

PART 2 PRODUCTS

- 2.1 AGGREGATE MATERIALS
 - A. NYS DOT Item 304.12; Type 2: as specified in Section 310516.

2.2 ACCESSORIES

- **Road Fabric:** A.
 - 1. Woven
 - 2. For use where shown on Drawings and Details and for use under paved areas.
 - 3. The geotextiles shall have woven slit film polypropylene providing separation for good subgrades by preventing mixing of subgrade soils and base aggregates. The geotextiles shall be composed of high-tenacity polypropylene yarns, which are woven into a stable network such that the yarns retain their relative position. The geotextiles shall be inert to biological degradation and resistant to naturally encountered chemicals, alkalis, and acids.
 - 4. The geotextile fabric shall meet the specifications of the following table:

Mechanical Properties	Test Method	Minimum AveragUnitValue		verage Roll lue
4			MD	CD
Grab Tensile Strength	ASTM D4632	lbs (N)	200 (890)	200 (890)
Grab Tensile Elongation	ASTM D4632	%	15	10
Trapezoid Tear Strength	ASTM D4533	lbs (N)	75 (334)	75 (334)
CBR Puncture Strength	ASTM D6241	lbs (N)	700 (3115)
Apparent Opening Size (AOS) ¹	ASTM D4751	US Sieve (mm)	40 (0).43)
Permittivity	ASTM D4491	sec ⁻¹	0.05	
UV Resistance (at 500 hours)	ASTM D4355	% strength retained	70	

¹ ASTM D4751: AOS is a Maximum Opening Diameter Value

Physical Properties	Test Method	Unit	Typical Value
---------------------	-------------	------	---------------

Weight	ASTM D5261	oz/yd^2 (g/m ²)	4.0 (136)
Thickness	ASTM D5199	mils (mm)	20 (0.5)
Roll Dimensions (width x length)		ft (m)	12.5 x 432 17.5 x 309 (3.8 x 132) (5.3 x) 94.2)
Roll Area		yd^2 (m ²)	600 (502)
Estimated Roll Weight		lb (kg)	210 (95)

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify compacted substrate has been inspected, gradients and elevations are correct, and is dry and ready to support paving and imposed loads.
 - 1. Proof roll substrate with a vibrating compactor weighing at least (5) tons, with a minimum of two perpendicular passes to identify soft spots.
 - 2. Remove soft substrate and replace with compacted fill as specified in Section 312323.
- C. Verify substrate has been inspected, gradients and elevations are correct.

3.2 PREPARATION

- A. Correct irregularities in substrate gradient and elevation by scarifying, reshaping, and recompacting.
- B. Do not place fill on soft, muddy, or frozen surfaces.

3.3 AGGREGATE PLACEMENT

- A. Place geotextile fabric or road fabric (if required) per manufactures recommended installation instructions.
- B. Spread aggregate over prepared substrate to total compacted thicknesses as shown below, in Schedules.
- C. Place aggregate in maximum 6" loose thickness layers and vibratory compact to specified density.
- D. Roller compact aggregate to 98 percent maximum density.
- E. Level and contour surfaces to elevations, profiles, and gradients indicated.
- F. Add small quantities of fine aggregate to coarse aggregate when required to assist compaction.
- G. Maintain optimum moisture content of fill materials to attain specified compaction density.

H. Use mechanical tamping equipment in areas inaccessible to compaction equipment.

3.4 TOLERANCES

- A. Section 014000 Quality Requirements Tolerances.
- B. Maximum Variation From Flat Surface: 1/4 inch measured with 10 foot straight edge.
- C. Maximum Variation From Thickness: 1/4 inch.
- D. Maximum Variation From Elevation: 1/2 inch.

3.5 FIELD QUALITY CONTROL

- A. Section 017000 Execution and Closeout Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Compaction testing will be performed in accordance with ASTM standards; including but not limited to: ASTM D1556, ASTM D1557, ASTM D698, AASHTO T180, ASTM D2167, ASTM D2922, ASTM D3017, as applicable.
- C. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.
- D. Frequency of Tests: One test for every 1000 square yards of each layer of compacted aggregate.

3.6 SCHEDULES

- A. Flexible Paving Subbase for Roadways: 12 inches thick placed in two equal layers.
 - 1. Geotextile Fabric or Road Fabric as shown on Drawings and Details.
 - 2. Compact placed aggregate materials uniformly to achieve 98 percent of maximum dry density.
- B. Flexible Paving Subbase for Driveways: 6 inches thick placed in single layer.
 - 1. Compact placed aggregate materials uniformly to achieve 98 percent of maximum dry density.
- C. Rigid Paving Subbase for Sidewalks, Sidewalks within Driveways and Curbs: 6 inches thick placed in single layer.
 - 1. Compact placed aggregate materials uniformly to achieve 98 percent of maximum dry density.

END OF SECTION

SECTION 321216

ASPHALT PAVING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Asphalt materials.
 - 2. Aggregate materials.
 - 3. Aggregate subbase.
 - 4. Asphalt paving base course, binder course, and wearing course.
 - 5. Asphalt paving overlay for existing paving.
 - 6. Surface slurry.

B. Related Requirement:

- 1. Section 312323 Backfill.
- 2. Section 321123 Aggregate Base Courses.

1.2 DESCRIPTION

- A. Work included: Paving required for this Work is indicated on the drawings and includes, but is not necessarily limited to, the following:
 - 1. Placement of geotextile fabric.
 - 2. Placement and fine grading of subbase course.
 - 3. Placement of fine grading base course.
 - 4. Placement of fine grading binder course.
 - 5. Placement of fine grading top course.
 - 6. Adjustment of utilities.

1.3 PRICE AND PAYMENT PROCEDURES

- A. Section 012000 Price and Payment Procedures Contract Sum. Include in your unit priced bid the cost of asphalt paving based on the New York State Average Posted Price Index, as listed on the NYS DOT website, of the month of the bid opening date per ton plus labor and equipment A Contract price adjustment (increase or decrease) will be per the change of the NYS DOT Average Posted Price Index (PGB Index Price) at the time of asphalt paving. The adjustment will be made through a Change Order as computed below.
- B. Payment for asphalt paving shall be for the volume of asphalt shown on the Contract drawings. The Contractor shall get prior approval for placement of asphalt exceeding the amounts shown.
- C. Asphalt Price Adjustment
 - 1. The quantity of asphalt (tons) considered for adjustment will be determined by multiplying the quantity of eligible work placed by their conversion factors which are indicated in the Proposal asphalt price adjustment note.
 - 2. Asphalt price adjustment will be based on the following formula:
 - a. When Price increases:

Price Adjustment = Quantity of Asphalt X (Average Posted Price – PGB Index Price - \$10.00)

- When Price decreases:
 Price Adjustment = Quantity of Asphalt X (Average Posted Price PGB Index Price + \$10.00)
- 3. The PGB Index Price is defined as follows:
 - a. Performance Graded Binder (PGB) Index Price. A fixed price per ton of asphalt. This price is used solely as a base from which to compute asphalt price adjustments.
 - b. The asphalt price adjustment will be based solely on the price changes for asphalt as determined by the above formulas. No consideration will be given to the situation where an individual supplier's price exceeds the Average Posted Price, nor will any adjustment be made unless the Average Posted Price is either \$10.00 greater than or less than the PGB Index Price.
- D. Basis of Payment
 - 1. The actual price adjustments will be based on the methods of computation previously described in this specification. No adjustments, wither positive or negative, will be made until payment of the final estimate, except that if the accumulated adjustment amount exceeds \$5,000, adjustments will be included in progress estimates.
 - 2. The adjustment will be based on the quantity of eligible work placed and the PGB Posted Price Index in effect at the time of placement.
 - 3. If the Contract completion date is extended without the assessment of engineering charges, price adjustments for items incorporated during such extensions shall be based on the appropriate updated PGB Posted Price Index.
 - 4. If eligible items are placed after the scheduled Contract completion date specified in the Proposal and during which time there are assessed engineering charges and/or liquidated damages, the Average Posted Price used to compute price adjustments shall not exceed, but may be less than the Average Posted Price in effect on the last Contract completion date without assessed engineering charges, or on the completion date of the last extension without assessed engineering charges, whichever is later.

1.4 REFERENCE STANDARDS

A. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.5 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data:
 - 1. Submit product information for asphalt and aggregate materials.

1.6 QUALITY ASSURANCE

- A. All materials, placement, and testing shall be in strict accordance with New York State Department of Transportation's Standard Specifications latest version and addendums thereto.
- B. Qualifications of workers: Provide at least one person who shall be thoroughly trained and experienced in skills required, who shall be completely familiar with the design and application of work described for this Section, and who shall be present at all times during progress of the work of this Section and shall direct all work performed under this Section.
- C. For actual finishing of bituminous concrete surfaces and operation of the required equipment, use only personnel who are thoroughly trained and experienced in the skills required.
- D. Mixing Plant: Certified by New York State DOT.
- E. Obtain materials from same source throughout.

1.7 PRODUCT HANDLING/AMBIENT CONDITIONS

- A. Section 015000 Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. No material shall be placed on wet or frozen surface.
- C. Material shall be placed only when the surface temperature is:
 - 1. 50° F, or greater, for a 1" surfacing layer;
 - 2. 45° F, or greater, for a 2" or thicker layer;
 - 3. Paving shall be discontinued as soon as the temperature falls below the above requirements. Top course paving shall be further limited to placement only during the period of May 1 to October 15, unless approved by Engineer.
- D. The Engineer shall have the right to cancel or postpone paving operations, if, in his or her opinion, the weather condition or forecast will prevent the proper handling or finishing of the bituminous mixtures.
- E. The Owner shall not be responsible for any costs incurred by the Contractor due to delays or extra work as a result of weather conditions. If the Contractor fails to complete the necessary paving operations prior to weather and seasonal limitations, all temporary materials and work which become necessary as a result of such failure, such as the shimming of castings and protrusions, drainage of the roadways, providing acceptable ride ability, and other work needed for the adequate maintenance and protection of traffic until paving operations can be completed the following paving season, shall not be reimbursable by the owner.
- F. Any pavement damage which occurs as a result of the Contractor either not protecting previously laid courses of his constructing any pavement course outside the specified weather and seasonal requirements whether or not a waiver was granted, shall be repaired by the Contractor at no expense to the Owner. All repairs shall be performed to the satisfaction to the Engineer.

PART 2 PRODUCTS

2.1 ASPHALT PAVING

- A. Hot Mix Asphalt Materials:
 - 1. Base Course; such material shall conform to the NYS DOT Standard Specifications, NYS DOT Item 403.128902
 - 2. Binder Course; such material shall conform to the NYS DOT Standard Specifications, Type 3
 - 3. Top Course; such material shall conform to the NYS DOT Standard Specifications, Type 6
- B. Geotextile Fabric: AASHTO M288; non-woven, polypropylene.
- C. SUB-BASE: such material shall conform to the NYS DOT Standard Specifications, Item 304.12, TYPE 2

PART 3 EXECUTION

3.1 SUB-BASE: ITEM 304.12, TYPE 2

- A. Shape sub-base course to grade as shown on the plans and re-compact to 98% maximum density (Standard Proctor Method).
- B. Check grade with string line at 50' on center and adjust with NYS DOT Item 304.12, Type 2, conforming to the standard specifications, as necessary prior to placing any pavement courses.
- C. Minimum compacted thickness of 12" (or per schedule, whichever is greater), utilizing Option C placement method per the NYS DOT Standard Specifications.

3.2 HAULING EQUIPMENT

- A. The bituminous mixture shall be transported from the plant to the work site in tight vehicles having clean and smooth metal beds. Each load shall be covered with canvas or other suitable material of such size as to protect the mixture from the weather.
- B. The inside surface of the haul vehicles shall be coated, just before the vehicles are loaded, with a NYS DOT approved asphalt release agent applied by a high pressure fog system or other material as approved by the Engineer. After proper application, the truck bodies shall be raised for a sufficient time to allow the excess fluid to drain.

3.3 BITUMINOUS PAVERS

A. Bituminous pavers shall be self-powered units, provided with an activated screed or strike-off assembly. The machine shall be capable of spreading and finishing courses of bituminous plant mix material in lane widths applicable to the widths of roadways to be paved on this project and as approved by the Engineer. When screed extensions are permitted by the Engineer for placement of mainline pavement, such extensions shall be of the same design as the main screed. The paver shall have a receiving hopper with sufficient capacity for uniform spreading

operation and with automatic flow controls to place the mixture uniformly in front of the screed. The screed or strike-of assembly shall be heated as necessary to produce a finished surface of the required evenness and texture without tearing, shoving or gouging the mixture. When laying mixtures, the paver shall be capable of operating at forward speeds consistent with satisfactory placement of the mixtures.

- B. All bituminous pavers, used to place base, binder, and surface courses shall be equipped with approved automatic transverse slope and longitudinal grade screed controls. The controls shall automatically adjust the screed and increase or decrease the mat thickness to compensate for irregularities that are in the surface being paved. The controls shall be capable of maintaining the proper transverse slope and be readily adjustable so transitions and super-elevated curves can be satisfactorily paved. The controls shall operate from suitable fixed or moving references as prescribed in the NYS DOT Standard Specifications, Section 403-3.06.
- C. The bituminous paver shall be at the job site sufficiently ahead of the start of paving operations to pre-examined and approved by the Engineer. Any paver found worn or defective either before or during its use shall be immediately repaired to the satisfaction of the Engineer or replaced.

3.4 ROLLERS

- A. All rollers shall be either an approved vibrator type or static steel wheel or pneumatic tire type. The rollers shall be in good mechanical condition, free from excessive backlash, and capable of operating at speeds slow enough to avoid displacement of the mixture while it is still in a workable condition. The use of equipment which results in excessive crushing of aggregate will not be permitted.
- B. The roller supplied shall comply with the requirements of the NYS DOT Standard Specifications, Section 402-3.04.

3.5 CLEANING EXISTING PAVEMENT

- A. Prior to placing any pavement courses the Contractor shall saw cut and clean the existing pavement to the satisfaction of the Engineer. The cleaning shall be sufficient to remove all mud, debris, dust, dirt, loose material and so on. The Contractor shall use mechanical sweepers, hand brooms, shovels, etc., to clean the pavement.
- B. Apply a tack coat to all existing butt edges of existing pavement as well as any prior laid or existing pavement mat prior to paving top course. Tack coat to be applied in accordance with the NYS DOT Standard Specifications, Section 407-Tack Coat.

3.6 SPREADING AND FINISHING

A. The mixture shall be laid upon an approved clean, dry surface, spread and struck off to the established grade and elevation. Approved bituminous pavers shall be used to distribute the mixture either over the entire width or over such partial width as may be practicable. The paver shall be guided by a measured and painted line on the existing surface where partial widths are placed. Bituminous pavers shall be in charge of an experienced operator. Placing of the mixture shall be continuous at a desired rate of not less than 50 tons per hour. The Engineer

may permit a lesser rate if satisfactory results are achieved. Upon arrival at the site, the mixture shall be dumped into the paver and immediately spread and struck off to the width required and to such appropriate loose depth that when the work is completed, the required compacted thickness of mixture will be obtained.

- B. The reference line shall be supported at approximately 25 foot intervals on tangent sections and at closer intervals on curves. The line shall be tensioned sufficiently to remove any sags. The Contractor shall erect and maintain the reference line to the satisfaction of the Engineer. A moving reference of at least 30 feet in length, unless otherwise permitted by the Engineer, such as a floating beam, ski, or other suitable type may be substituted for the reference line if the surface to be paved is sufficiently even and satisfactory results can be achieved. A short ski or shoe may also be used for the initial course with the permission of the Engineer is a satisfactory fixed reference such as a curb, gutter or other fixed reference is adjacent to the pavement. When the Contractor proposes to use either the floating beam or short ski in the place of the taut reference line, the Engineer may disapprove of the substitution if results are not similar to those obtained using the taut reference.
- C. Subsequent pavement courses placed over the initial course shall be placed using one of the above methods. In addition, any course in an adjacent lane may be used as the reference for the use of a short ski. Whatever method the Contractor uses must be approved by the Engineer.
- D. The automatic screed controls are not required where existing grades at roadway intersections or drainage structures must be met or in other areas where its use is impractical as determined by the Engineer.
- E. The paving operation shall provide the required cross-slope shown on the site plan in the pavement unless otherwise directed by the Engineer.
- F. Before any rolling is started, the loose mat shall be checked, any irregularities shall be adjusted by raking, adding more material (dusting) or similar as required. Any unsatisfactory material shall be removed and replaced. The Contractor shall employ sufficient personnel to perform these operations while operating the paver at the required placement rate.
- G. The Contractor shall cover all catch basins when the paver passes over the top to insure asphalt does not enter them. Manholes and water valve covers shall be coated with fuel oil and immediately raked off to a uniform surrounding grade before compaction.

3.7 COMPACTION

A. Immediately after the bituminous mixture has been spread, struck off and surface irregularities adjusted, it shall be thoroughly and uniformly compacted by rolling. The surface shall be rolled when the mixture is in proper condition and when the rolling does not cause undue displacement, cracking or shoving. All courses shall be initially rolled with the roller traveling parallel to the centerline of the pavement beginning at each edge and working toward the center. Banked curves shall be rolled starting at the low side edge and working toward the super-elevated edge. When the compaction procedure used by the Contractor fails to produce results acceptable to the Engineer, the procedure shall be adjusted to obtain the desired results. Rollers shall move at a slow and uniform speed. The roller drive roll or wheel shall be nearest the paver.

- B. Any displacement occurring as a result of the reversing of the direction of a roller, or from other causes, shall be corrected at once by the use of rakes and addition of fresh mixture as required. Care shall be exercised so as not to displace the line and grade of the edges of the bituminous mixture. To prevent adhesion of the mixture to the rollers, the wheels shall be kept properly moistened with water or water mixed with small quantities of detergent, but in no case shall a solvent having affect upon bituminous pavement be used.
- C. Along forms, curbs, headers, walls and other areas not accessible to the rollers, the mixtures shall be thoroughly compacted with mechanical tampers as directed by the Engineer. On depressed areas, a trench roller or a small vibratory roller approved by the Engineer may be used.
- D. Any mixture that becomes loose and broken, mixed with dirt, or is in any way defective shall be removed and replaced with fresh hot mixture which shall be compacted to conform with the surrounding area.
- E. The Contractor shall initially roll the pavement with an approved steel wheeled roller. The roller shall overlap the previous roller pass by one-half (except at the crown where it shall overlap by 6"). Immediately following the initial rolling the Contractor shall finish roll the pavement course. Where the Contractor uses an approved vibratory compaction roller, the one roller shall suffice for initial and final compaction rolling. Where a static roller is used by the Contractor two approved rollers shall be employed for compaction. Where the paving course exceeds 12 feet in width additional rollers shall be used as directed by the Engineer. The required minimum number of passes for compaction shall be as per Table 403-2 of the NYS DOT Standard Specifications.
- F. No roller shall exceed the operating speed listed in the Standard Specifications for Option A or B. If the Engineer determines that unsatisfactory compaction is being obtained or damage to highway components and or adjacent property is occurring using vibratory compaction equipment, the Contractor shall immediately cease using this equipment and proceed with the work using the two static wheel rollers as specified at no additional cost. The contractor should note that if he elects to use vibratory compaction equipment, he assumes full responsibility for the cost of repairing all damages which may occur to highway components and adjacent property.

3.8 JOINTS

- A. Joints shall comply with the NYS DOT Standard Specification Section 402-3.09.
- B. The finished pavement at joints shall comply with the surface smoothness requirements and exhibit the same uniformity of texture and compaction as other sections of the course. Rollers shall not pass over the unprotected edges of a freshly laid mixture unless permitted by the Engineer.
- C. In the formation of all joints, the exposed edge of the existing layer that will become part of the joint shall be the full thickness of the layer and straight. If the existing edge is unacceptable, the edge shall be corrected by using a power driven saw or other approved tools to cut a neat line.

- D. Transverse. The placing of the course shall be as continuous as possible. When continuing from a previously placed course the joint shall be formed by cutting back on the previous run to expose the full depth of the course
- E. Longitudinal. Longitudinal joints in the surface course shall correspond with the edges of proposed traffic lanes unless otherwise directed by the Engineer.

3.9 BINDER COURSES

- A. Place the binder course on the prepared sub-base aggregate course in a manner as specified herein. The Contractor shall use paving equipment as specified herein unless otherwise authorized by the Engineer.
- B. The binder course shall have a nominal compacted thickness as listed in the schedule below.

3.10 UTILITY COVER ADJUSTMENTS

- A. The Contractor shall raise or lower all manhole, cleanouts, and catch basin covers and water valve boxes to meet the final binder finish grades.
- B. All work and materials shall conform to the requirements of the Standard Specifications. The Contractor shall notify the Engineer in advance of the work and shall schedule the work so that an Engineer's representative may be present to review all work.
- C. Manholes shall be adjusted to be the final elevation of the top course and shall be sloped as appropriate (1/4"/1') to follow the cross-slope of the pavement. Catch basins shall be adjusted to be 1/2" below the final elevation of the top course. Catch basins shall be sloped to follow the cross-slope of the pavement. Concrete grade adjustment rings shall be used to adjust the manhole elevation. Bricks and concrete bricks shall not be allowed. Use mortar for fine adjustment. Manhole riser sections shall not be permitted for adjusting the elevation of the manhole cover. Manhole and catch basin covers shall be adjusted by excavating and breaking out the concrete and shimming the cover with wood wedges to the proper elevation and then filling the shimmed area with mortar. Reflective barrels shall be placed at all covers in the traffic lanes until traffic can safely drive over. The asphalt patch around the cover shall allow traffic to safely pass over the cover and then shall be cut down to allow the full top course layer. A string line shall be used to check the cover elevation in both the longitudinal and transverse direction.
- D. Water valve boxes shall be raised to be 1/2" below the final elevation of the top course. The boxes shall be raised by either excavating and freeing up the telescoping risers to adjust to final grade or by installing an approved valve box riser to meet the final grade. The Contractor shall use either method as he chooses so long as the results are satisfactory as determined by the Engineer. Only standard and approved risers shall be used for adjustments.
- E. Any utility cover damaged by the Contractor shall be replaced at the Contractors expense.

3.11 TOP COURSE

- A. Apply Tack Coat over entire area to receive top coat in accordance with the Standard Specifications.
- B. Place the top course in the manner as specified herein. The top course shall have a nominal compacted thickness as listed in the schedule below.
- C. Before placing the finishing course, the Contractor shall secure the approval from the Engineer that the area is acceptable (clean surface, proper adjustment of covers, proper grades, etc.). The Contractor shall supply a crown board and make a joint inspection of the binder course with the Engineer. If sections of the binder course exceed the specified tolerance, the Contractor shall mark out these areas and place true and leveling (T&L) course material complying with the Standard Specifications. Adjust low areas or cut-out and remove/replace high spots prior to placing the finish course with the bituminous paver.
- D. All costs involved in traffic control, cleaning of the roadway, hauling and placing the top course as specified and final clean-up shall be included in the price of Hot Mix Asphalt Pavement.

3.12 SURFACE TOLERANCE

A. Each pavement surface shall be constructed to a 1/4" tolerance. If, in the opinion of the Engineer, the pavement surface is not being constructed or has not been constructed to this tolerance based upon visual observation or upon riding quality, he may test the surface with a 16 foot straight edge of string line placed parallel to the centerline of the pavement and with a 10 foot straight edge or string line placed transversely to the centerline of the pavement on any portion of the pavement. Variations exceeding 1/4" shall be satisfactorily corrected or the pavement re-laid at no additional cost to the Owner as ordered by the Engineer.

3.13 THICKNESS TOLERANCE

- A. The required pavement thickness as shown on the drawings is the nominal thickness. The pavement shall be so constructed that the final compacted thickness is as near to the nominal thickness as practical and within the tolerances specified below.
- B. The Owner will, at the Owner's expense, take core samples as deemed necessary by the Engineer to evaluate the course thickness if the actual paving quantities deviate significantly from the Engineer's estimated quantities.
- C. The Contractor shall provide the Engineer with truck tickets for all bituminous concrete products brought to the site. Quantities used for each course shall not be less than 5% of the theoretical tonnages (Paving Area in S.Y. x Course Thickness in inches x 0.055 Tons/S.Y./inch of thickness equals the theoretical tonnage for this Work).
- D. A tolerance not to exceed 1/4" from the required nominal thickness will be acceptable. No payment will be made for any extra thickness over and above the permissible tolerance except if the Engineer determines the extra thickness necessary to achieve a smooth riding surface. Where the pavement course is less than specified thickness, including tolerance, the Contractor

shall take action, at his expense, as deemed appropriate by the Engineer to correct such condition (including entire resurfacing).

3.14 PAVEMENT SCHEDULE

- A. Town and/or Village and County Roads:
 - 1. Sub-base course: 12" (compacted thickness): NYS DOT Item 304.12.
 - 2. Binder course: (1) 2.5" lift (compacted thickness): NYS DOT Type 3
 - 3. Top course: (1) 1.5" lift (compacted thickness): NYS DOT Type 6.

B. Residential Driveways:

- 1. Sub-base course: 12" (compacted thickness): NYS DOT Item 304.12.
- 2. Top course: (2) 2" lifts (compacted thickness): NYS DOT Type 6.

END OF SECTION

SECTION 321313

CONCRETE PAVING & CURBING

PART 1 GENERAL

1.1 SCOPE OF WORK

- A. Work included: Provide all cast-in-place concrete sidewalks and curbing, complete, in place, as indicated on the Drawings, specified herein, and needed for a complete and proper installation. The work includes, but is not necessarily limited to:
 - 1. Excavation and filling to prepare base.
 - 2. Concrete Sidewalks.
 - 3. Concrete Curbing.
 - 4. Site restoration.

1.2 REFERENCES

- A. American Concrete Institute:
 - 1. ACI 301 Specifications for Structural Concrete.
 - 2. ACI 304 Guide for Measuring, Mixing, Transporting, and Placing Concrete.

B. American Society for Testing and Materials:

- 1. ASTM A185 Standard Specification for Steel Welded Wire Fabric, Plain, for Concrete Reinforcement.
- 2. ASTM A497 Standard Specification for Steel Welded Wire Fabric, Deformed for Concrete Reinforcement.
- 3. ASTM A615 Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement.
- 4. ASTM C33 Standard Specification for Concrete Aggregates.
- 5. ASTM C94 Standard Specification for Ready-Mixed Concrete.
- 6. ASTM C150 Standard Specification for Portland Cement.
- 7. ASTM C260 Standard Specification for Air-Entraining Admixtures for Concrete.
- 8. ASTM C309 Standard Specification for Liquid Membrane Forming Compounds for Curing Concrete.
- 9. ASTM C494 Standard Specification for Chemical Admixtures for Concrete.
- ASTM D1751 Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types).
- 11. ASTM D1752 Standard Specification for Preformed Sponge Rubber and Cork Expansion Joint Fillers for Concrete Paving and Structural Construction.
- 12. The term "Standard Specification" shall mean the New York State Department of Transportation, Standard Specifications, Construction and Materials, Office of Engineering, latest version. Reference to the Standard Specifications shall include conformance in every respect except "Method of Payment" and exceptions as shown on the drawings or specified herein.

1.3 QUALITY ASSURANCE

- A. Use adequate numbers of skilled workman who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.
- B. Perform Work in accordance with ACI 301.

1.4 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on joint filler, admixtures and curing compounds.

1.5 PRODUCT HANDLING

- A. General
 - 1. All concrete must be protected against injury by sun, rain, freezing, vandalism, mechanical damage or premature drying. Any work damaged prior to the final acceptance of the work shall be repaired or replaced at the Contractor's expense.
- B. Cold Weather Protection
 - 1. The Contractor shall take the necessary steps to insure the concrete temperature is 45 degrees or more for at least a period of four days if the ambient air temperature is below 40 degrees Fahrenheit during the work. Acceptable methods to protect the concrete during cold weather are:
 - a. Heating of aggregates prior to mixing, using warm mix water, covering the concrete with hay and tarps or temporary structures and adding heat from external sources.
 - b. Winter protection methods shall conform to ACI Publication 504 and the NYS Department of Transportation Standard Specification, Section 555-3.06.
 - c. Any concrete which freezes will be rejected and replaced at the Contractor's expense.
 - d. Accelerating admixtures (e.g., calcium chloride) will not be permitted in lieu of proper winter protection as described above.
 - 2. The Contractor shall submit to the Engineer for approval the proposed method(s) of winter protection.
 - 3. Do not pour any concrete on frozen ground. Ground must be frost free.
- C. Warm Weather Protection
 - 1. If the ambient air temperature exceeds 85 F, the Contractor shall take the following actions:
 - a. Provide continuous moist curing for a seven day period.
 - b. Follow Recommended Practice for Hot Weather Concreting (ACI 605).
 Water reducing and retarding admixtures conforming to the NYS
 Department of Transportation Standard Specification, Section 711-08, may be used as part of a warm weather protection plan.
 - 2. The Contractor shall submit to the Engineer for approval the proposed method(s) of warm weather protection.
- D. Protection of Work

1. The Contractor shall protect the work with barricades, fences, delineators, etc. to protect the work from physical damage and to adequately provide for traffic. All excavations shall have reflectorized warning devices for overnight protection. All unhardened concrete shall be protected against rain, when necessary, by the use of waterproof paper blankets.

PART 2 PRODUCTS

2.1 MATERIALS

- A. Concrete
 - 1. Concrete shall be Class A for formed-in-place sidewalks or curb or Class J for slipform curb as required by the Standard Specifications, Section 501. Specific requirements are:

Strength - 4,000 psi (28 days) Air Content - $6.0\% (\pm 1.0\%)$ Slump Range - 2-1/2 to 3-1/2 inches

B. Expansion Joints

1. All areas requiring expansion joints shall be filled with 1/2" premoulded bituminous impregnated expansion joint filler conforming to the Standard Specification, Section 705.07 and Joint Sealant conforming to the Standard Specification Section 705.

C. Gravel Fill

- 1. Fill used to bring the curb and sidewalk to proper grade and to fill in front of and underneath the curb shall be gravel or crushed limestone consisting of sound, hard durable particles, free from organics conforming to Standard Specification, Item 304.12.
- 2. Provide minimum 6" below curb and sidewalk compacted to 98% maximum dry density.

D. Reinforcement

- 1. Deformed Reinforcing: Steel: ASTM A615/A615M; Per NYS DOT Standard Specifications.
- 2. Deformed Bar Mats: ASTM A184/A184M; Per NYS DOT Standard Specifications.
- 3. Welded Deformed Wire Fabric: ASTM A497/A497M; Per NYS DOT Standard Specifications.

PART 3 EXECUTION

- 3.1 FINISHING ELEVATIONS & LINES
 - A. Comply with pertinent provision of Section 014000 and as shown on the plans.
- 3.2 GENERAL REQUIREMENTS
 - A. Cutting Existing Pavement or Concrete and Excavation
 - 1. The roadway pavement shall be cut for its full depth before excavation for the work commences. The Contractor shall use a rotary saw and cut the full depth so that a neat straight cut is produced. Wheel cutters are only allowed for initial

Concrete Paving & Curbing 321313

cutting of the pavement prior to excavation to minimize damage to existing pavement.

- a. If the construction operations damage the cut line, the contractor shall cut out the damaged area/edge by square cutting the area to remove the damaged section as approved by the Engineer. Where existing edge of pavement is broken up, the contractor shall cut back and remove such pavement prior to patching.
- b. The interior edge of all driveways shall also be saw-cut prior to excavation of the driveway for the curb and sidewalk.
- c. The Contractor shall then excavate all existing material (curb, topsoil, etc.) to allow placement of the base course to the proper line and grade.

3.3 SIDEWALK CONSTRUCTION

- A. Forms and Placement. Prepare and compact subbase. Provide NYS Department of Transportation Item 304.12 to provide a minimum of 6" base course for sidewalks and 12" at driveways to bring to proper grade as shown on the cross-sections or as determined by the Engineer. Remove all standing water from the form area prior to placement of any concrete. Moisten the base material immediately prior to placement of concrete. Rigidly brace all forms. Place concrete in one course, monolithic construction for the full width and a depth of 4" in the walk areas and 6" depths at all driveways of the sidewalk. Place concrete within 45 minutes of mixing. Discard concrete with initial set. No retempering will be allowed. Use of chutes longer than 10' is prohibited.
- B. Expansion Joints. Locate expansion joints in sidewalk every 20 lineal feet. Also locate expansion joint material between sidewalk and existing building faces, sidewalks, curbs, pole structures, walls or walkways. Expansion joint material shall be cut to conform to the cross-section of the proposed new sidewalk area. Where the joint material is to go against an existing building wall or curb line, the Contractor shall take care to clean the face of the wall and chip away all irregularities so the material will fit flush. Saw-cut any concrete walks, curb or walls to the full depth to insure a flush fit of the joint material.
- C. Spreading Concrete. Spread concrete as soon as it is deposited on the subbase using methods which prevent segregation of the mix and with as little re-handling as possible. Consolidate concrete along the face of forms and adjacent to transverse joints with an internal vibrator. Use only square-faced shovels for hand-spreading and consolidation. Sidewalks shall be constructed by placing concrete continuously to an elevation higher than the forms. The concrete shall then be screeded to the correct elevations and worked with a wooden or metal float to produce a uniform surface. Floating shall be kept to a minimum, consistent with the desired finish, in order to avoid overworking the concrete. After floating, test the surface for trueness with a straight edge. Distribute concrete as required to remove surface irregularities and refloat repaired areas to provide a continuous smooth finish. Use of vibratory screeds are not allowed.
- D. Finishing Concrete. After completion of floating and when excess moisture or surface sheen has disappeared, complete surface finishing as follows.
 - 1. Work edges of slabs and joints with a 1/2" radius edging tool, with a 2" side troweled edge.
 - 2. Locate score lines as directed by Engineer (use 1/2" radius tool with 1-1/2" edge for score lines). In general, locate score lines so as to form a square sidewalk block, to coincide with existing lines and walks and to match expansion joint locations.

- 3. Broom finish by lightly drawing a medium bristle broom across the surface, perpendicular to normal travel.
- E. ADAG Compliance. At all transitions with streets, drives, building entrances, and other sidewalks, provide new work to comply with ADAG standards.

3.4 CURBING CONSTRUCTION REQUIREMENTS

- A. Conventionally Formed Curb
 - 1. Casting segments. Curb shall be cast in segments having a uniform length of approximately 20 feet. Segments shall be separated by construction joints with provisions made at each joint for 1/4 inch expansion.
 - 2. Expansion joints. Expansion joints 1/2" in width shall be formed with material as specified herein, placed at intervals of 40' or as specified by the Engineer. The filler material shall be cut to conform to the cross section of the curb.
 - 3. Forms. Forms shall be steel or wood, straight, free from warp, and of such construction that there will be no interference to inspection for grade or alignment. All forms shall extend for the full curb depth and shall be braced and secured adequately so that no displacement from alignment will occur during placing of concrete. Radius curb shall be approved steel radius forms with the required bevel face (the use of straight steel forms in segmented chords will not be acceptable to provide the radius curb). Oil forms prior to placement of concrete.
 - Concrete Placing and Vibrating. Concrete shall be placed in the forms by a chute 4. not longer than 10 feet. If necessary, convey concrete further than 10 feet, use buggies, crane, bucket or pump machine. After placement, compact with an approved, immersion type mechanical vibrator. The vibrator shall be of the size and weight capable of thoroughly vibrating the entire mass without damaging or misaligning the forms and shall be approved by the Engineer. Vibrate concrete into all corners. Vibrators are mandatory for placing concrete. Forms shall be left in place for 24 hours or until the concrete has sufficiently hardened, as determined by the Engineer, so that they can be removed without injury to the curb. Upon removal of the forms, the exposed faces of the curb shall be immediately rubbed to a uniform surface. Rubbing shall be accomplished by competent finishers. No plastering will be permitted. Concrete must be placed within 45 minutes of first mixing and adding of water. Discard concrete with initial set. No retempering of the mix will be permitted. Use radius tool (1-1/2" radius) to form round edge on curb face as detailed in the drawings. After curing period, hand rub radius with a mason's stone as may be necessary to remove any high spots.
- B. Machine Formed Concrete Curb:
 - 1. Machine Forming. Curb shall be machine formed to the proper line and grade. The Engineer may require the Contractor to demonstrate that the specific equipment he proposes to use is capable of satisfactorily placing the concrete mix. Where required new curb is inaccessible to the machine (due to obstructions or roadside structures), the Contractor shall form and cast-in-place all such curbing to match the machine curb.
 - 2. Contraction Joints. Contraction joints shall be formed or saw cut to depths slightly below the surface of the adjacent pavement every 20 feet or as ordered by the Engineer.
3. Concrete Finishing. The exposed faces of the curb shall be immediately rubbed to a uniform surface. Rubbing shall be accomplished by competent finishers. No plastering will be permitted. Finishing to be by hand rubbing with a mason's sponge. After the curing period, hand rub radius with a mason's stone as may be necessary to remove any high spots.

3.5 CURING

- A. All concrete placed shall be cured for a period of four (4) days by one of the following methods:
 - 1. Clear (fugitive dye) Membrane Curing Compound. The curing compound shall conform to the requirements of the Standard Specification, Section 711-05. The compound shall be applied by means of a pressure spraying system at a minimum rate of one gallon per 150 square feet of surface. The equipment for applying the compound shall be such that the compound is applied as a fine spray with no surface damage to the concrete. The equipment used shall provide for the adequate agitation of the compound during application, and shall be approved by the Engineer before work is started. Should the application method produce a non-uniform film, the Contractor shall use another curing method acceptable to the Engineer.
 - 2. Waterproof Paper Blankets. These shall meet the requirements of the Standard Specification, Section 711-01.
 - 3. Polyethylene Coated Burlap Blankets. These shall meet the requirements of the Standard Specification, Section 711-03.
 - 4. Polyethylene Curing Covers (White Opaque). These shall meet the requirements of the Standard Specification, Section 711-04.
- B. The clear (fugitive dye) membrane curing compound shall be sprayed on the concrete surface immediately following the finishing operation, or form removal, whichever is applicable. Curing covers shall be placed as soon after concrete finishing as the Engineer determines will not cause damage to the concrete surface. However, in no case will the foregoing time period exceed 30 minutes.

3.6 SURFACE TEST

A. After the concrete has hardened sufficiently, the Engineer shall test the surface using a 10 foot straight edge. Where the surface deviations exceed 3/8 inch in ten feet, the concrete shall be removed and replaced by and at the Contractor's expense.

3.7 DEFECTIVE OR DAMAGED CONCRETE

A. All defective or damaged concrete which occurs prior to the final acceptance of the work shall be repaired or replaced at the contractor's expense (method as directed by the Engineer). The defects shall include, but are not limited to spalling, irregular cracking at the joints, edge spalls, honeycombing, physical damage by operations or traffic, vandalism, concrete not meeting the line and grade tolerance. Any concrete requiring complete replacement, as determined by the Engineer, shall be replaced in kind as concrete originally called for in the plans and these specifications.

END OF SECTION

SECTION 321723

PAVEMENT MARKINGS

PART 1 GENERAL

1.1 **SUMMARY**

- A. Section Includes:
 - Traffic lines and markings. 1.
 - 2. Legends.
 - 3. Paint.
- B. **Related Requirements:**
 - Section 321216 Asphalt Paving. 1.

1.2 **REFERENCE STANDARDS**

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M247 - Standard Specification for Glass Beads Used in Traffic Paint.

B. **ASTM International:**

- 1. ASTM D34 - Standard Guide for Chemical Analysis of White Pigments.
- ASTM D126 Standard Test Methods for Analysis of Yellow, Orange, and Green 2. Pigments Containing Lead Chromate and Chromium Oxide Green.
- 3. ASTM D562 - Standard Test Method for Consistency of Paints Measuring Krebs Unit (KU) Viscosity Using a Stormer-Type Viscometer.
- ASTM D711 Standard Test Method for No-Pick-Up Time of Traffic Paint. 4.
- ASTM D713 Standard Practice for Conducting Road Service Tests on Fluid 5. Traffic Marking Materials.
- ASTM D969 Standard Test Method for Laboratory Determination of Degree of 6. Bleeding of Traffic Paint.
- 7. ASTM D1301 - Standard Test Methods for Chemical Analysis of White Lead Pigments.
- ASTM D1394 Standard Test Methods for Chemical Analysis of White Titanium 8. Pigments.
- 9. ASTM D1475 - Standard test Method for Density of Liquid Coatings, Inks, and Related Products.
- 10. ASTM D1640 - Standard Test Methods for Drying, Curing, or Film Formation of Organic Coatings at Room Temperature.
- ASTM D2202 Standard Test Method for Slump of Sealants. 11.
- ASTM D2371 Standard Test Method for Pigment Content of Solvent-Reducible 12. Paints.
- ASTM D2621 Standard Test Method for Infrared Identification of Vehicle Solids 13. From Solvent-Reducible Paints.

Pavement Markings 321723

TOWN OF TICONDEROGA JOHN STREET WASTEWATER AND STORMWATER SYSTEM IMPROVEMENTS OCR PROJECT NO. 1139PR73-11 AES PROJECT NO. 3960

- 14. ASTM D2743 Standard Practices for Uniformity of Traffic Paint Vehicle Solids by Spectroscopy and Gas Chromatography.
- C. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit paint formulation for each type of paint.
- C. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.
- D. Test and Evaluation Reports: Submit source and acceptance test results in accordance with AASHTO M247.
- E. Manufacturer's Instructions: Submit instructions for application temperatures, eradication requirements, application rate, line thickness, and any other data on proper installation.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with Standard Specifications.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Applicator: Company specializing in performing work of this section with minimum five (5) years documented experience.

1.6 DELIVERY, STORAGE, AND HANDLING

- A. Section 016000 Product Requirements: Requirements for transporting, handling, storing, and protecting products.
- B. Invert containers several days prior to use when paint has been stored more than 2 months. Minimize exposure to air when transferring paint. Seal drums and tanks when not in use.

1.7 AMBIENT CONDITIONS

- A. Section 015000 Temporary Facilities and Controls: Ambient conditions control facilities for product storage and installation.
- B. Do not apply materials when surface and ambient temperatures are outside temperature ranges required by paint product manufacturer.
- C. Do not apply exterior coatings during rain or snow when relative humidity is outside humidity ranges, or moisture content of surfaces exceed those required by paint product manufacturer.
- D. Do not apply paint when temperatures are expected to fall below 60 50 degrees F for 24 hours after application.
- E. Volatile Organic Content (VOC). Do not exceed State or Environmental Protection Agency maximum VOC on traffic paint.

1.8 WARRANTY

- A. Section 017000 Execution and Closeout Requirements: Requirements for warranties.
- B. Furnish three year manufacturer's warranty for traffic paints.

PART 2 PRODUCTS

2.1 PAINTED PAVEMENT MARKINGS

- A. Manufacturer and Product List:
 - 1. NYS DOT approved products.
- B. Furnish materials in accordance with the Standard Specifications.

2.2 EQUIPMENT

- A. Continuous Longitudinal Line Application Machine: Use application equipment with following capabilities.
 - 1. NYS DOT approved products.
- B. Other Equipment:
 - 1. For application of crosswalks, intersections, stop lines, legends and other miscellaneous items by walk behind stripers, hand spray or stencil trucks, apply with equipment meeting requirements of this section. Do not use hand brushes or rollers.

TOWN OF TICONDEROGA JOHN STREET WASTEWATER AND STORMWATER SYSTEM IMPROVEMENTS OCR PROJECT NO. 1139PR73-11 AES PROJECT NO. 3960

2.3 SOURCE QUALITY CONTROL

- A. Section 014000 Quality Requirements: Testing, inspection and analysis requirements.
- B. Test and analyze traffic paints in accordance with the Standard Specifications.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 017000 Execution and Closeout Requirements: Requirements for installation examination.
- B. Do not apply paint to concrete surfaces until concrete has cured for 28 days.

3.2 PREPARATION

- A. Section 017000 Execution and Closeout Requirements: Requirements for installation preparation.
- B. Maintenance and Protection of Traffic:
 - 1. Provide short term traffic control in accordance with Section 015000 Temporary Facilities and Controls.
 - 2. Prevent interference with marking operations and to prevent traffic on newly applied markings before markings dry.
 - 3. Maintain travel lanes between 7:00 AM to 9:00 AM, and between 2:00 PM and 4:00 PM.
 - 4. Maintain access to existing facilities requiring access.

C. Surface Preparation:

- 1. Clean and dry paved surface prior to painting.
- 2. Blow or sweep surface free of dirt, debris, oil, grease or gasoline.
- 3. Spot location of final pavement markings as specified and as indicated on Drawings.

3.3 DEMOLITION

- A. Remove existing markings in an acceptable manner. Do not remove existing pavement markings by painting over with blank paint. Remove by methods that will cause least damage to pavement structure or pavement surface. Satisfactorily repair any pavement or surface damage caused by removal methods.
- B. Clean and repair existing remaining or reinstalled lines and legends.

3.4 APPLICATION

- A. Agitate paint for 1-15 minutes prior to application to ensure even distribution of paint pigment.
- B. Dispense paint at ambient temperature to wet-film thickness of 15 mils.
- C. Apply markings to indicated dimensions at indicated locations.
- D. Prevent splattering and over spray when applying markings.
- E. Unless material is track free at end of paint application convoy, use traffic cones to protect markings from traffic until track free. When vehicle crosses a marking and tracks it or when splattering or over spray occurs, eradicate affected marking and resultant tracking and apply new markings.
- F. Collect and legally dispose of residues from painting operations.

3.5 TOLERANCES

- A. Section 014000 Quality Requirements: Tolerances.
- B. Maximum Variation from Wet Film Thickness: 1 mil.
- C. Maximum Variation from Wet Paint Line Width: Plus or minus 1/8 inch.
- D. Maximum Variation from Specified Application Temperature: Plus or minus 5 degrees F.

3.6 FIELD QUALITY CONTROL

- A. Section 014000 Quality Requirements: Requirements for inspecting, testing.
- B. Inspect for incorrect location, insufficient thickness, line width, coverage, retention, uncured or discolored material, and insufficient bonding.
- C. Repair lines and markings, which after application and curing do not meet following criteria: 1. Incorrect Location: Remove and replace incorrectly placed patterns.
 - Insufficient Thickness, Line Width, Paint Coverage: Prepare defective material by
 - 2. Insufficient Thickness, Line width, Paint Coverage: Prepare defective material by acceptably grinding or blast cleaning to roughen marking surface. Remove loose particles and debris. Apply new markings on cleaned surface in accordance with this Section.
 - 3. Uncured or Discolored Material, Insufficient Bonding: Remove defective markings in accordance with this Section and clean pavement surface one foot beyond affected area. Apply new markings on cleaned surface in accordance with this Section.

TOWN OF TICONDEROGA JOHN STREET WASTEWATER AND STORMWATER SYSTEM IMPROVEMENTS OCR PROJECT NO. 1139PR73-11 AES PROJECT NO. 3960

- D. Replace pavement marking material under warranty using original or better type material. Continue warranty to end of original one year period even when replacement materials have been installed as specified.
- E. When eradication of existing paint lines is necessary, eradicate by shot blast or water blast method. Do not gouge or groove pavement more than 1/16 inch during removal. Limit area of removal to area of marking plus 1 inch on all sides. Prevent damage to transverse and longitudinal joint sealers, and repair any damage according to requirements in Section 321216.

3.7 PROTECTION

- A. Section 017000 Execution and Closeout Requirements: Requirements for protecting finished Work.
- B. Protect painted pavement markings from vehicular and pedestrian traffic until paint is dry and track free. Follow manufacturer's recommendations or use minimum of 30 minutes. Consider barrier cones as satisfactory protection for materials requiring more than 2 minutes dry time.

3.8 MAINTENANCE

- A. Section 017000 Execution and Closeout Requirements: Requirements for maintenance service.
- B. Furnish service and maintenance of traffic paints for three years from Date of Substantial Completion.

3.9 ATTACHMENTS

A. Pavement Markings:

- 1. 4 inch Yellow Conventional.
- 2. 4 inch White Conventional (Fog Lines as indicated on Drawings, Accessible Parking where indicated on Drawings).
- 3. 24 inch White Fast Dry (Stop Line).
- 4. 12 inch White Fast Dry (Cross Walk).

END OF SECTION

SECTION 329219

SEEDING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Fertilizing.
 - 2. Seeding.
 - 3. Hydroseeding.
 - 4. Mulching.
 - 5. Maintenance.
- B. Related Sections:
 - 1. Section 312213 Rough Grading.
 - 2. Section 312317 Trenching.

1.2 REFERENCES

A. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.3 DEFINITIONS

A. Weeds: Include Dandelion, Jimsonweed, Quackgrass, Horsetail, Morning Glory, Rush Grass, Mustard, Lambsquarter, Chickweed, Cress, Crabgrass, Canadian Thistle, Nutgrass, Poison Oak, Blackberry, Tansy Ragwort, Bermuda Grass, Johnson Grass, Poison Ivy, Nut Sedge, Nimble Will, Bindweed, Bent Grass, Wild Garlic, Perennial Sorrel, and Brome Grass and vegetative species other than specified species to be established in given area..

1.4 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data for seed mix, fertilizer, mulch, and other accessories.

1.5 JOB CONDITIONS

- A. Seeding Season: All final seeding shall be done within the following dates:
 - 1. Fall: August 15 to October 15.
 - 2. Spring: April 15 to June 15.
- B. Temporary annual rye grass seeding to provide compliance with the SWPPP (if applicable) shall be applied within seven (7) calendar days of backfilling and rough grading of disturbed

Seeding 329219

areas. This seeding will establish a temporary grass vegetation until permanent seeding is provided as specified herein.

C. If special conditions exist, which may warrant a variance in the above dates, submit a written request to the Engineer stating the conditions and proposed variance. Permission for the variance will be given if the Engineer's opinion, the variance is warranted.

1.6 SOURCE QUALITY CONTROL -TOP SOIL

- A. Section 014000 Quality Requirements: Testing, inspection and analysis requirements.
- B. Analyze to ascertain percentage of nitrogen, phosphorus, potash, soluble salt content, organic matter content, and pH value.
- C. Provide recommendation for fertilizer and lime application rates for specified seed mix as result of testing.
- D. Testing is not required when recent tests and certificates are available for imported topsoil. Submit these test results to testing laboratory. Indicate, by test results, information necessary to determine suitability.

PART 2 PRODUCTS

- 2.1 TOPSOIL
 - A. Topsoil shall be the surface layer of soil and shall be free from refuse, any material toxic to plant growth, subsoil, woody vegetation, stumps, roots, brush, stones, clay lumps or similar objects larger than ¹/₂" in greatest dimension. Sod and herbaceous growth such as grass and weeds need not be removed but shall be thoroughly broken up and mixed with the soil during handling.
 - B. Topsoil shall meet the requirements of the Standard Specifications (Section 713-01, Type A) with the following requirements, unless otherwise specifically stated on the plans.
 - 1. The pH of the material shall be between 5.5 and 7.6. Verify pH at site and adjust with ground limestone to raise or with aluminum sulfate to lower pH. Add limestone or aluminum sulfate at rate of 2-1/2 pounds per cubic yard of topsoil to raise pH one full point. Submit copy of test results to Engineer. Do not mix limestone with fertilizer.
 - 2. The organic content shall be not less than 6% nor more than 12% (dry weight basis).
 - 3. Gradation shall be:

SIEVE SIZE	PERCENT PASSING BY WEIGHT
2"	100
1"	85 - 100
1/4"	65 - 100
No. 200	20 - 65
2 Micron Partic	cle 0 - 20

2.2 FERTILIZER

- A. Commercial fertilizer 10-6-4 mixture shall be a complete fertilizer the elements of which are derived from organic sources and shall contain the following percentages by weight:
 - 1. 5% Nitrogen.
 - 2. 10% Phosphoric Acid.
 - 3. 5% Potash.
 - 4. Shall meet the Standard Specifications, Section 713-03.

2.3 GRASS SEED (TEMPORARY)

- A. Seed shall be fresh, reclaimed seed of the latest crop year.
- B. Grass seed may be entirely annual rye grass or a mixture of annual rye grass and perennial rye grass.

2.4 GRASS SEED (PERMANENT)

- A. Seed shall be fresh, reclaimed seed of the latest crop year.
- B. Grass seed mixture shall be composed of the following seeds mixed in the proportions by weight and testing for the minimum percentages of purity as indicated for same.

PROPORTION BY WEIGHT PURITY		GERMINATION			
5%	Colonial Bent	90%	90%		
30%	Chewings Fescue	90%	80%		
30%	NK-100/Manhattan Rye	90%	85%		
10%	Merion Bluegrass	90%	85%		
12.5%	RED Top	95%	90%		
12.5%	Gen. Perennial Rye Grass	98%	90%		
Weed s	eed content shall not exceed 0	.25%			
Inert matter shall not exceed 3%.					

C. Shall meet the Standard Specifications, Section 713-04.

2.5 MULCHING MATERIAL

A. Oat or wheat straw, free from weeds, foreign matter detrimental to plant life, and dry. Hay or chopped cornstalks are not acceptable.

PART 3 EXECUTION

3.1 PREPARATION OF SUBGRADE

A. Loosen or scarify the subgrade to a 3 inch minimum depth immediately prior to dumping and spreading topsoil. Bring subgrade to a true uniform grade and clear it of all stumps, sticks and stones larger than one-half inch in diameter.

B. Maximum lawn grade shall not exceed 6 horizontal to 1 vertical unless otherwise approved by the Engineer.

3.2 SPREADING OF TOPSOIL

- A. During the spreading operation, rake topsoil and remove all stones in excess of ¹/₄" in diameter and all rubbish.
- B. Topsoil shall have a minimum thickness of six (6) inches after natural settlement and light rolling, and shall conform to grades and elevations shown on the drawings or to match existing grades.
- C. Deposit additional topsoil as may be required to correct all settlement and erosion up to the date of final acceptance.
- D. After the topsoil is spread, all large stiff clods, rocks, or other foreign matter shall be cleared and disposed of by the Contractor so that the finished surface will be acceptable for seeding and mulching.
- E. Grade topsoil to eliminate rough, low or soft areas, and to ensure positive drainage across walkways and paths.
- F. Do not spread topsoil while in a frozen or muddy condition.

3.3 FERTILIZING

- A. Apply lime at application rate recommended by soil analysis
- B. Apply fertilizer at application rate recommended by soil analysis.
- C. Apply after smooth raking of topsoil and prior to roller compaction.
- D. Do not apply fertilizer at same time or with same machine used to apply seed.
- E. Mix fertilizer thoroughly into upper 2 inches of topsoil.
- F. Lightly water soil to aid dissipation of fertilizer. Irrigate top level of soil uniformly.

3.4 SEEDING

- A. Do not seed areas in excess of that which can be mulched on same day.
- B. Do not sow immediately following rain, when ground is too dry, or when winds are over 12 mph.
- C. Immediately before seeding, restore ground as necessary to a loose friable condition by discing or other approved method to a depth of not less than two inches. Clear surface of all debris and stones one inch or more in diameter.

- D. Seed all areas to be seeded with an approved mechanical seeder at a rate of 5 lbs. of grass seed per 1,000 square feet. Sow one half the seed in one direction and the other half at right angles to the first seeding. Cultipacker or approved similar equipment may be used to cover the seed and to firm the seed bed in one operation. In areas inaccessible to cultipacker, lightly rake seeded ground and roll in two directions with a water ballast roller.
- E. Take extreme care during seeding and raking to insure that no change occurs in finished grades and that the seed is not raked from one spot to another.
- F. Immediately following seeding, apply mulch to thickness of 1/8 inches. Maintain clear of shrubs and trees.
- G. Apply water with fine spray immediately after each area has been mulched. Saturate to 4 inches of soil.

3.5 SUMMER SEEDING

A. If seeding is authorized between June 1 and August 15, sow annual and/or perennial rye grass at the rate of 60 pounds per acre.

3.6 SEED PROTECTION

- A. Identify seeded areas with stakes and string around area periphery.
- B. Cover seeded slopes where grade is steeper than 3:1 with erosion fabric. Roll fabric onto slopes without stretching or pulling.
- C. Lay fabric smoothly on surface, bury top end of each section in 6 inch deep excavated topsoil trench. Overlap edges and ends of adjacent rolls minimum 12 inches. Backfill trench and rake smooth, level with adjacent soil.
- D. Secure outside edges and overlaps at 36 inch intervals with stakes.
- E. Lightly dress slopes with topsoil to ensure close contact between fabric and soil.
- F. At sides of ditches, lay fabric laps in direction of water flow. Lap ends and edges minimum 6 inches.

3.7 MULCHING

- A. Seeded areas shall be mulched with straw within 48 hours after seeding. Spread thoroughly fluffed straw to a uniform depth at the rate of approximately 3 tons per acre. Prevent mulch from blowing away by using a light covering of loose branches, a system of pegs and strings, or other approved method.
- B. Maintain erosion control in place until establishment of a uniform stand of grass and acceptance of same by the Engineer.

3.8 MAINTENANCE

- A. Maintenance of grass areas shall consist of watering, weeding, cutting, repair of all erosion and reseeding as necessary to establish a uniform stand of specified grasses, and shall continue until acceptance by the Owner. After grass has started, all areas greater than 8 inches square which fail to show a uniform stand of grass for any reason whatsoever, shall be reseeded repeatedly until all areas are covered with a satisfactory growth of grass.
- B. Maintenance also includes temporary protection of fences, barriers and signs, and all other work incidental to proper maintenance.
- C. Use of Herbicides are not allowed.

3.9 INSPECTION AND ACCEPTANCE

- A. The Engineer shall inspect all work for substantial completion upon written request of the contractor. The request shall be received at least ten (10) calendar days before the anticipated date of inspection.
- B. Upon completion and re-inspection of all repairs and renewals necessary in the Engineer's judgment, the Engineer shall certify in writing to the Owner as to the substantial completion of lawn work.
- C. Contractor's Notice of Termination (NOT) for SWPPP (if Applicable) will not be accepted by the Owner until a minimum of 80% of disturbed soils are fully revegetated.

3.10 SOD

A. SOD shall contain a mixture of Kentucky Bluegrass/Fine Fescue mixtures. SOD shall be fully growing grass with a complete root base. No brown or dead patches shall be allowed in any role of sod to be installed.

3.11 SOD Installation

A. Preparation

- 1. TOPSOIL: Provide 3 inches of topsoil under all areas of sod to be installed.
- 2. PEAT MOSS/COMPOST: For sandy, light or paddy soils, apply either 1 inch of compost material or 2-4 bales of peat-moss per 1,000 sq. ft and work into the top 2 inches of soil.
- 3. LIME: The optimum growing conditions for turfgrass usually exist where the soil is neutral to slightly acid (7.0-6.0). Provide lime as required by soil testing or at a minimum provide 80 lbs.of limestone/1,000 sq.ft.
- 4. FERTILIZER: Provide a complete lawn fertilizer into the soil before sod installation (18-24-12 or a similar 1-2-1 ratio) and spread at 5 pounds per 1000 square feet.
- 5. TILLING: Rototill or spade these materials to a depth of about 3-5 inches.
- 6. GRADING: Rough grade to remove stones, roots, and debris, and to provide a slope away from foundations to eliminate drainage problems. Fine grade, using wood rake or equivalent.
- 7. WATERING: Where the prepared ground is exceptionally dry, moisten prior to sodding, but do not saturate the soil so it cannot be walked on without making imprints and disturbing final grade when sodding.

- B. Installation
 - 1. Starting: Locate a straight line, such as a curb or driveway, or run a taut string up the middle of the area to be sodded. Work along the line to establish the first row.
 - 2. Laying the Sod: Lay the sod in brickwork fashion, smoothing the soil in advance of sod laying. Make sure the joints are butted together snugly without overlapping. If laying sod on slopes, lay the slabs perpendicular to the direction of the slope. Use sod staples to secure the sod on steep slopes if necessary.
 - 3. Shaping: Use a sharp knife or spade for shaping the non-rectangular edges and small areas such as flower bed, hedges, etc.
 - 4. Rolling: Roll the installed sod with a roller one-third filled with water. This will smooth out small bumps and assure good contact with the soil. Avoid a heavy roller that will compact the site.
 - 5. Watering: Completely saturate the sodded area when finished. Be sure to soak the entire sod area at the end of each day's work.
- C. Protection of Work
 - 1. TRAFFIC: Heavy traffic shall
 - 2. not be permitted for two weeks following installation.
 - 3. MOWING: Provide a minimum of (2) mowings of the new sod, the first one week after installation and the second, two weeks after installation. Use a walk behind power mower, of reel type, with the cutting height set at 2-3 inches. Never cut more than 1/3 of the grass blade per cutting. Cut to 1 1/2-2 inches in height and maintain sharp mowing blades.
 - 4. FEEDING: Provide a minimum of (2) fertilizer applications, one in the fall and one in the spring based on the following schedule for application type: Memorial Day (20-3-14), Labor Day (25-3-15) and Halloween (30-3-10). A slow release or controlled release form of Nitrogen shall be used An application on April 1 shall be added if a late fall fertilization was not made. Always follow the manufacturer's recommendations. Apply lawn food on dry grass only and always water it in after every feeding.
- D. Application Timeline
 - a. SOD shall be installed as soon as possible after work has been completed in an area. SOD shall be installed per manufacture's requirements and shall not be installed if the ground is thoroughly frozen.

END OF SECTION

SECTION 330513

PRECAST CONCRETE MANHOLES AND STRUCTURES

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Modular precast concrete manholes and structures with tongue-and-groove joints with masonry transition to cover frame, covers, anchorage, and accessories.
 - 2. Catch basins.
 - 3. Heavy duty frame and covers.
 - 4. Catch basin frames and grates.
 - 5. Bedding and cover materials.

1.2 REFERENCES

- A. American Association of State Highway Transportation Officials:
 - 1. AASHTO M288 Geotextiles.
 - 2. AASHTO M306 Drainage Structure Castings.
- B. American Concrete Institute:
 - 1. ACI 530/530.1 Building Code Requirements for Masonry Structures and Specifications for Masonry Structures.
- C. American Society for Testing and Materials:
 - 1. ASTM A48 Standard Specification for Gray Iron Castings.
 - 2. ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 3. ASTM C39 Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens.
 - 4. ASTM C55 Standard Specification for Concrete Brick.
 - 5. ASTM C478 Standard Specification for Pre-cast Reinforced Concrete Manhole Sections.
 - 6. ASTM C497 Standard Test Methods for Concrete Pipe, Manhole Sections, or Tile.
 - 7. ASTM C913 Standard Specification for Pre-cast Concrete Water and Wastewater Structures.
 - 8. ASTM C923 Standard Specification for Resilient Connectors Between Reinforced Concrete Manhole Structures, Pipes and Laterals.
- D. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Shop Drawings: Indicate structure locations, elevations, piping, and sizes and elevations of penetrations.
- C. Product Data: Submit manhole covers, component construction, features, configuration, and dimensions.
- D. Provide certification by NY State licensed Professional Engineer that structures comply with design load ratings.

1.4 QUALITY ASSURANCE

A. Perform Work in accordance with NYS DOT Standard Specifications.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing products specified in this Section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum five years documented experience.

1.6 DELIVERY, STORAGE AND HANDLING

- A. Section 016000 Product Requirements: Product storage and handling requirements.
- B. Comply with pre-cast concrete manufacturer's instructions and ASTM C913 for unloading, storing and moving pre-cast manholes and drainage structures.
- C. Store pre-cast concrete manholes and drainage structures to prevent damage to Owner's property or other public or private property. Repair property damaged from materials storage.
- D. Mark each pre-cast structure by indentation or waterproof paint showing date of manufacture, manufacturer, and identifying symbols and numbers shown on Drawings to indicate its intended use.

1.7 ENVIRONMENTAL REQUIREMENTS

- A. Section 016000 Product Requirements.
- B. Maintain materials and surrounding air temperature to minimum 50 degrees F prior to, during, and 48 hours after completion of masonry work.
- C. Cold Weather Requirements: ACI 530/530.1.

PART 2 PRODUCTS

2.1 PRECAST CONCRETE (MANHOLES, CATCH BASINS, FORCE MAIN CLEANOUTS, AND OTHER PRECAST STRUCTURES)

- A. Manufacturers:
 - 1. Only NYS DOT approved manufacturer will be accepted.
- B. Manhole and Structure Sections: Reinforced pre-cast concrete in accordance with ASTM C478 with gaskets in accordance with ASTM C443.
 - 1. Gasket shall meet the hydrostatic performance requirement as set forth In ASTM C-990 section 10.1 (Performance requirement: 10psi for 10 minutes in straight alignment in plant, quality control test for joint materials.)
 - 2. Gasket shall meet or exceed the requirements of Federal Specification SS-S-210 (210-A), AASHTO M-198B, and ASTM C-990-91.
- C. Joints for Pre-cast Manholes and Structures: Maximum leakage per Section 330132
- D. Reinforcement: Formed steel wire reinforcing rods, galvanized finish.
- E. Design Loading: HS20 plus 120 PSF soil surcharge. Provide NYS Professional Engineer's stamped submittal (with design calculations attached), certifying to load rating compliance.
- F. Mortar: Type S.
- G. Design Water Table: Water Level at Grade.

2.2 GRADE ADJUSTMENT

- A. All manholes, force main cleanouts, vaults, catch basins, etc. Shall be provided with adequate grade adjustment to allow for precise placement of the structure at the specified elevations.
- B. Each below grade structure shall be provided with a minimum of 6" of grade adjustment utilizing grade adjustment rings and mortar.
- C. Bricks, concrete bricks, concrete blocks, etc. shall not be used for grade adjustment.
- D. Each cylindrical below grade structure shall include a minimum of (2) 3" grade adjustment rings.

2.3 CEMENTITIOUS MATERIALS

- A. Concrete for Benching
 - 1. 4000 psi concrete.
- B. Grout for Joint Sealing

1. Sand-Cement Grout: Portland cement, ASTM C 150, Type I, and clean, natural sand, ASTM C 144. Mix at ratio of 1 part cement to 2-1/2 parts sand, by volume, with minimum water required for placement and hydration. Minimum compressive strength at 28 days = 4,000 psi.

2.4 DOGHOUSE MANHOLE BASE

- A. The base shall be cast monolithically with the wall. The base slab shall have a full depth block out across its entire diameter which shall be as wide as the doghouse openings in the walls. The base slab reinforcement should be designed as a 1-way slab (parallel to the direction of the doghouse pipe). The block out shall be formed to allow for field adjustment around the existing pipe. The Drawings, Specifications, and submittal review, make no warranties as to the actual site conditions that will be found when the existing pipe is excavated.
- B. There shall be a minimum of a 6" slump below the lowest pipe.

2.5 ACCESS

A. HEAVY DUTY FRAMES AND COVERS

- 1. Provide as indicated on Drawings
 - 2. Manufacturers:
 - a. Syracuse Castings.
 - b. Campbell Foundry Co.
 - c. Neenah Foundry Co.
 - 3. Manhole Frames and Covers: ASTM A-48, Class 35B, cast-iron castings designed for heavy-duty service, HS20 loading. Include 30-inch (clear opening) ID by 7- to 9-inch riser with 4-inch minimum width flange, and 32-inch diameter and 1.5" thick cover. Cover shall have "penetrating (open)" pick hole, unless otherwise indicated on the drawings.
 - 4. Include indented top design with lettering as below cast into cover.
 - a. Sanitary Sewer Structures (gravity and pressure): "Sanitary Sewer"
 - b. Storm Sewer Structure: "Storm Sewer"
 - c. Electrical Structures: "Electrical".
 - d. Air System Structures: Plain Covers.
 - e. Water Vaults: "Water".
 - f. Other: As indicated on the Drawings.

B. CATCH BASIN FRAME, GRATE, AND CURB BOX

- 1. Catch Basin Frames, Grates, and Curb Boxes
 - a. NYS DOT #11 GALVANIZED STEEL RETICULINE GRATE AND FRAME
 - b. Heavy Duty, HS20 loading.
 - c. NYS DOT approved manufacturer.
- 2. Epoxy Dowel Adhesive
 - a. Manufacturers:
 - 1) HILTI HIT RE 500 Epoxy System.
 - 2) HILTI HVA Adhesive Anchor System.
 - 3) Simpson "SET" Epoxy-Tie Anchoring System.

- 4) Substitutions or approved equal: Section 016000- Product Requirements.
- 2.6 STEPS
 - A. Provide as indicated on Drawings
 - B. Formed steel reinforced copolymer polypropylene rungs.
 - 1. Complying with ASTM-A615.
 - 2. 1/2" grade 60 steel reinforcing bar.
 - 3. Min. 14" Wide, 16" on center vertically.
 - 4. Capable of withstanding 1,500 lbs. pullout.
 - 5. Formed integral with structures sections.

2.7 PIPE ENTRANCE SEAL

- A. Modular Mechanical Seal
 - 1. Seals for wall sleeves shall be modular mechanical type seal consisting of interlocking synthetic rubber links connected by stainless steel bolts and nuts with pressure plates under each end. Bolts shall compress the neoprene causing them to expand, forming a continuous watertight seal between the pipe and sleeve. One seal at each sleeve shall be required unless otherwise noted.
- B. Flexible Pipe Boot:
 - 1. ASTM C923, ethylene propylene rubber (EPDM), Series 300 stainless steel clamp and stainless steel hardware.
 - 2. Substitutions: Section 016000 Product Requirements.
- C. Water Stop
 - 1. Water stop grouting ring designed for pipe installation into precast concrete walls.
 - 2. Pipe entrance hole shall be sized to allow for water stop.
 - 3. Grouting ring shall be a gasketed material designed to seal against water intrusion for the pipe type and bury depth required.
 - 4. The pipe clamps shall be stainless steel placed in the groove of the grouting ring and shall be tightened to 60 inch pounds using a T-Handle torque wrench
 - 5. The ring shall be positioned in the center of the concrete structure's wall.
 - 6. The ring shall be grouted in with non-shrink grout.
- D. Provide modular mechanical seals or flexible pipe boots at all pipe entrances. Provide as per table, unless noted otherwise.

Structure Diameter	Pipe Type	Pipe Entrance Seal Type
4'	Gravity	Flexible Pipe Boot
4'	Pressure/Full Pipe	Flexible Pipe Boot
6'	Gravity	Flexible Pipe Boot
6'	Pressure/Full Pipe	Modular Mechanical Seal

8'+	Gravity	Flexible Pipe Boot
8'+	Pressure/Full Pipe	Modular Mechanical Seal
Square	Gravity	Flexible Pipe Boot
Square	Pressure/Full Pipe	Modular Mechanical Seal
Storm Catch Basin (Any Size)	Corrugated HDPE	Hydraulic Cement
Storm Catch Basin (Any Size)	PVC	Flexible Pipe Boot
Doghouse Manhole (Any Size)	Gravity	Water Stop

2.8 CONFIGURATION

A. CYLINDRICAL STRUCTURES

- 1. Unless noted otherwise, applies to manholes, catch basins (default configuration), force main cleanouts, wet wells, valve vaults, and other structures/vaults as indicated on the Drawings.
- 2. Shaft Construction and Eccentric Cone Top Section: Reinforced pre-cast concrete pipe sections, lipped male/female dry joints, sleeved to receive pipe sections.
- 3. For 4' diameter manholes, eccentric cones must be used unless approved otherwise by the Engineer. Flat top manholes shall only be considered, and must be approved for use, in structures less than 5.83' in height.
- 4. Clear Inside Dimensions: 48 inch minimum or as indicated on Drawings.
- 5. Design Depth: As indicated on Drawings with a minimum of (2) 3" adjustment grade rings per structure (for structures with buried concrete covers).
- 6. Pipe Entry Location: Furnish openings as indicated on Drawings.
- 7. Structure Joint Gaskets: Byutal Rubber in accordance with ASTM C443.

B. RECTANGULAR STRUCTURES

- 1. Applies to square catch basins and other structures as indicated on the Drawings
- 2. Clear Inside Dimensions: As indicated on Drawings.
- 3. Design Depth: As indicated on Drawings.
- 4. Grade Adjustment: Provide 6" minimum of grade adjustment for structures buried concrete covers.
- 5. Pipe Entry Location: Furnish openings as indicated on Drawings.
- 6. Sections: provide horizontal joints only, vertical joints not allowed.
- 7. Structure Joint Gaskets: Byutal Rubber in accordance with ASTM C443.

2.9 BEDDING AND COVER MATERIALS

A. Bedding:

- 1. U.N.O. Bedding shall be a 6" compacted depth layer of NYS DOT Item 703.4 (#2's) under the base of a structure.
- 2. NYS DOT Item 703.4 as specified in Section 310516.

B. Trench Backfill (from top of cover to finish grade):

1. U.N.O Trench Backfill shall be Select Granular Fill (or Engineered Structural Fill if required on Drawings) installed to fill the remaining trench or excavation to the depth below finish grade necessary to install final grade materials (top soil, gravel, pavement, etc.) as shown on the Drawings.

2. Select Granular Fill and Engineered Structural Fill as specified in Section 310516.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Section 013000 Administrative Requirements: Verification of existing conditions before starting work.
- B. Verify items provided by other sections of Work are properly sized and located.
- C. Verify built-in items are in proper location, and ready for roughing into Work.
- D. Verify correct size of manhole and structure excavation.

3.2 PREPARATION

- A. Coordinate placement of inlet and outlet pipe sleeves required by other sections.
- B. Do not install manholes and structures where site conditions induce loads exceeding structural capacity of manholes or structures.
- C. Inspect pre-cast concrete manholes and structures immediately prior to placement in excavation to verify manholes and structures are internally clean and free from damage. Remove and replace damaged units.

3.3 TRENCHING AND EXCAVATION

- A. Excavate trench for trench or excavation for structure in accordance with Section 312316 and Section 312317.
- B. Provide clearance around sidewalls of manhole or structure for construction operations.
- C. Dewater excavations, per Section 312319 to maintain dry conditions and preserve final grades at bottom of excavation. Place manholes or structures in a dry excavation.
- D. Provide sheeting and shoring in accordance with Section 312317.
- E. Hand trim excavation for accurate placement of pipe to elevations indicated on Drawings.

3.4 BEDDING

A. Install and compact Bedding as specified in Section 312323.

3.5 PRECAST CONCRETE MANHOLE AND STRUCTURE INSTALLATION

A. Lift precast manholes and structures at lifting points designated by manufacturer.

- B. When lowering manholes and structures into excavations and joining pipe to units, take precautions to ensure interior of pipeline and manhole or structure remains clean.
- C. Set precast manholes and structures bearing firmly and fully, supported at proper grade and alignment, on crushed stone bedding, compacted in accordance with provisions of Section 312316 and 312323 or on other support system shown on Drawings.
- D. Assemble multi-section manholes and structures by lowering each section into excavation. Install rubber gasket joints between pre-cast sections in accordance with manufacturer's recommendations. Lower, set level, and firmly position base section before placing additional sections.
- E. Remove foreign materials from joint surfaces and verify sealing materials are placed properly. Maintain alignment between sections by using guide devices affixed to lower section.
- F. Verify manholes and structures installed satisfy required alignment and grade.
- G. Remove knockouts or cut structure to receive piping without creating openings larger than required to receive pipe. Fill annular space with mortar.
- H. Cut pipe to finish flush with interior of manhole or structure.
- I. Where possibility exists of watertight manhole or structure becoming buoyant in flooded excavation, anchor manhole or structure to prevent flotation.
- J. Backfill excavations for manholes and structures in accordance with Section 312316 using Select Granular Fill material as specified in Section 310516.
- K. Provide skim coat of grout to seal every joint on interior of structure.
- L. Set cover frames and covers level without tipping, to correct elevations.
- M. Coordinate with other sections of Work to provide correct size, shape, and location.

3.6 INSTALLATION: DOGHOUSE MANHOLE BASES:

- A. Carefully hand excavate around existing sewer pipe, removing sufficient material to allow for a full stone bedding under the manhole and the minimum of a 6" sump below the lowest pipe in the manhole. Support the existing pipe during excavation to prevent damage to the pipe and possible spillage of raw sewage.
- B. Install the water stop on the existing pipe per manufacturer's requirements.
- C. Set precast manholes and structures bearing firmly and fully on crushed stone bedding, compacted in accordance with provisions of Section 312316 and 312323 or on other support system shown on Drawings. Set the base over the existing pipe, being careful not to damage that pipe or water stop.

- D. Connect the other pipes to the manholes with flexible booted connections.
- E. Upon completion of the sewer main installation and testing, cut and remove the existing pipe from the interior of the manhole (providing by-pass pumping as needed, at no additional cost to the Owner, fill sewer main block out area with 4000 psi Concrete Fill for benching and form troughs and bench walls as described below. Provide brick and mortar plug in pipe opening to be abandoned.

3.7 CAST IRON CASTINGS INSTALLATION

- A. Provide butyl rubber joint gasket between each precast concrete grade adjustment ring. Provide butyl rubber joint gasket and layer of mortar between cast iron frame and precast concrete grade adjustment ring. Provide additional mortar (as needed) for fine grade adjustments.
- B. Set frame and cover 1 inch above finished grade for manholes and other structures with covers located within unpaved areas to allow area to be graded away from cover beginning ¹/₂ inch below top surface of frame.

3.8 NYS DOT #11 GALVANIZED STEEL RETICULINE GRATE AND FRAME CATCH BASIN CASTING INSTALLATION

- Provide 6" 4,000 psi concrete for grade adjustment. Provide #4 bar drilled a minimum of 6" into cover of catch basin spaced 12" O.C. anchored with epoxy dowel adhesive.
 Provide bar at 3/4 the height of precast concrete section within the precast concrete section.
- B. Set frame in concrete bed such that tab is fully embedded. Set frame at elevation to allow water to flow into catch basin.
- C. Adjust height of concrete to allow grate to be set to allow for proper water flow into the catch basin.
- D. All installations shall conform to the Standard Specifications.

3.9 BENCHING

- A. Gravity Sanitary Sewer Manholes and Storm Manholes with Trough: Pour concrete in base of unit. Form trough between inlet pipe(s) and outlet pipe with trowel, maintaining slope across manhole. Provide smooth finish in trough. No pipe cutouts shall be allowed in trough. Height of pipe trough shall be 3/4 of diameter of pipe.
- B. Catch Basins: As indicated on Drawings.
- C. Storm Manholes without a Trough: As indicated on Drawings.
- D. Force Main Cleanouts: As indicated on Drawings.

E. All Other Structures: As required on details and drawings pour floor sloping toward sump. Pour and form chamfer as required.

3.10 BACKFILLING

A. Install and compact Trench Backfill as specified in Section 312323.

3.11 FIELD QUALITY CONTROL

- A. Section 014000 Quality Requirements: Field inspecting, testing, adjusting, and balancing.
- B. Test manholes in accordance with ASTM C497 and Section 330132.
- C. Vertical Adjustment of Existing Manholes and Structures:
 - 1. Where required, adjust top elevation of existing manholes and structures to meet new finished grades.
 - 2. Utilize precast concrete grade adjustment rings for grade adjustment.
 - 3. Reset existing frames, grates and covers, carefully removed, cleaned of mortar fragments, to required elevation in accordance with requirements specified for installation of castings.
 - 4. Remove concrete without damaging existing vertical reinforcing bars when removal of existing concrete wall is required. Clean vertical bars of concrete and bend into new concrete top slab or splice to required vertical reinforcement.
 - 5. Clean and apply sand-cement bonding compound on existing concrete surfaces to receive cast-in-place concrete.

END OF SECTION

SECTION 334113

PUBLIC STORM UTILITY DRAINAGE PIPING

PART 1 GENERAL

1.1 SUMMARY

- A. Section Includes:
 - 1. Pipe culverts.
 - 2. Accessories.
 - 3. Drainage Structures.
 - 4. Footer, Floor, and Building Drains
 - 5. Bedding and cover materials.

1.2 **REFERENCES**

- A. American Association of State Highway and Transportation Officials:
 - 1. AASHTO M252 Corrugated Polyethylene Drainage Tubing.
 - 2. AASHTO M288 Geotextiles.
 - 3. AASHTO M294 Specification for Corrugated Polyethylene Pipe, 12- to 36-In Diameter.
 - 4. AASHTO M304M Standard Specification for Poly (Vinyl Chloride) (PVC) Ribbed Drain Pipe & Fittings Based on Controlled Inside Diameter.
 - 5. AASHTO T99 Standard Specification for the Moisture-Density Relations of Soils Using a 5.5 lb Rammer and a 12 in. Drop.
 - 6. AASHTO T180 Standard Specification for Moisture-Density Relations of Soils Using a 10-lb Rammer and an 18-in. Drop.
 - 7. The term "Standard Specification" as used in this section shall mean the Standard Specifications, Construction and Materials, New York State Department of Transportation, Design and Construction Division, latest version and including all addendums thereto. Where the Standard Specifications are cited such work or material shall conform in every respect except for "Method of Payment" or if cited otherwise herein.
- B. American Society for Testing and Materials:
 - 1. ASTM A123/A123M Standard Specification for Zinc (Hot-Dip Galvanized) Coatings on Iron and Steel Products.
 - 2. ASTM D698 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft3).
 - 3. ASTM D1557 Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft3).
 - 4. ASTM D2922 Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth).
 - 5. ASTM D3017 Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth).
 - 6. ASTM C443 Standard Specification for Joints for Concrete Pipe and Manholes, Using Rubber Gaskets.
 - 7. ASTM D3350 Standard Specification for Polyethylene Plastics Pipe and Fittings Materials.

Public Storm Utility Drainage Piping

- 8. ASTM F405 Standard Specification for Corrugated Polyethylene (PE) Pipe and Fittings.
- 9. ASTM F477 Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe.
- 10. ASTM F667 Standard Specification for Large Diameter Corrugated Polyethylene Pipe and Fittings.

1.3 SUBMITTALS

- A. Section 013300 Submittal Procedures: Requirements for submittals.
- B. Product Data: Submit data on pipe, fittings and accessories.
- C. Manufacturer's Installation Instructions: Submit special procedures required to install Products specified.
- D. Manufacturer's Certificate: Certify Products meet or exceed specified requirements.

1.4 CLOSEOUT SUBMITTALS

- A. Section 017000 Execution Requirements: Requirements for submittals.
- B. Project Record Documents:
 - 1. Accurately record actual locations of pipe runs, connections, and invert elevations and any uncharted utilities.
- C. Operation and Maintenance Data: Procedures for submittals.

1.5 QUALIFICATIONS

- A. Manufacturer: Company specializing in manufacturing Products specified in this section with minimum three years documented experience.
- B. Installer: Company specializing in performing work of this section with minimum five years experience.
- 1.6 DELIVERY, STORAGE, AND HANDLING
 - A. Section 016000 Product Requirements: Requirements for transporting, handling, storing, and protecting products.
 - B. Block individual and stockpiled pipe lengths to prevent moving.
 - C. Do not place pipe or pipe materials on private property or in areas obstructing pedestrian or vehicle traffic.
 - D. Do not place pipe flat on ground. Cradle to prevent point stress.
 - E. Store UV sensitive materials out of direct sunlight.
- 1.7 COORDINATION
 - A. Section 013000 Administrative Requirements: Requirements for coordination.

Public Storm Utility Drainage Piping

- B. Coordinate the Work with termination of storm sewer, trenching, connection to public storm sewer.
- C. Coordinate unrecorded or variations in site conditions, and corresponding adjustments to construction requirements.

PART 2 PRODUCTS

2.1 STORM DRAINAGE PIPING

- A. Plastic Pipe: ASTM F667, AASHTO M294, corrugated Polyethylene Drainage Pipe: AASHTO M294, Type S, smooth interior.
 - 1. Manufacturers:
 - a. ADS N-12.
 - b. Hancor.
 - c. Lane.
 - d. Substitutions or approved equal: Section 016000- Product Requirements.
 - 2. Joints: AASHTO M294, smooth to match pipe.
 - 3. Fittings: Complying with AASHTO M294.
 - 4. Complies with the Standard Specifications.
- B. Plastic Heavy Wall SDR 26 Sewer Pipe, meeting ASTM D3034 and ASTM D1784: Poly Vinyl Chloride (PVC) material. Bell and spigot style rubber ring sealed gasket joint.
 - 1. Fittings: SDR 26 PVC Sewer Fittings meeting ASTMD3034 and ASTM F1336. SDR 35 fittings shall not be allowed.
 - 2. Joints: ASTM F477, elastomeric gaskets.

2.2 FLEXIBLE COUPLINGS

- A. Manufacturers:
 - 1. Fernco: Series 1056.
 - 2. Flex Seal.
 - 3. Section 016000 Product Requirements: Requirements for substitutions for other manufacturers and products.
- B. Flexible Coupling: Resilient chemical-resistant elastomeric polyvinyl chloride (PVC) coupling, two (18-8) stainless steel clamps (0.040" thick) and stainless steel screws and housings.

2.3 ACCESSORIES

- A. Pipe Coupling: Solid plastic. Same manufacturer as pipe.
- B. Geotextile Fabric: Rock Rip Rap Underlayment specified in Section 312513.
- C. End Section, Pipes Larger than 6": Aluminum inlet and outlet, same size as pipe, meeting the Standard Specifications. Connect to pipe by (2) ³/₄" wide stainless steel gear clamps. U.N.O. Provide whether existing culvert pipe included end section or not.

Public Storm Utility Drainage Piping

334113

- D. Fill at Pipe Ends: Riprap as specified in Section 313700.
- E. Cementitious Materials: As Specified in Section 330513.
- F. Wrapped Pipe Trenches: Woven Filter Fabric: As specified in Specification Section 312513.
- G. Drainage Composite: 3 dimensional composite consisting of polymeric sheet and filter fabric.
- H. Discharge grate: For pipes 6" in diameter and smaller: Manufactured HDPE or galvanized drain grate designed for the applicable drain pipe.
- I. Catch Basin Trash/Sediment Separator– Provide where indicated on Drawings:
 - 1. The Trash/Sediment Separator shall be constructed from solid wall HDPE pipe grade plate. The hood shall be constructed so that is forms a baffle against floatable litter and oil. The hood shall protrude at least six inches or 1/3 of the pipe's inside diameter, whichever is greater, below the invert. The Trash/Sediment Separator shall be sealed to the catch basin structure with an oil resistant foam gasket. Vent holes shall be installed on the top of the hood to allow air flow into pipe. The Trash/Sediment Separator shall be attached to the structure with stainless steel anchor studs and nuts, allowing the hood to be removed and installed with minimum effort.
 - 2. The Trash/Sediment Separator shall be sized for the outlet pipe to which it will be attached, cable of passing the volume of water as indicated on the Drawings.
 - 3. Manufacturers:
 - a. Plastic Pipe Fabrication Hancor Catch Basin Hood
 - b. Shurtleff _ The Snout
 - c. Substitutions or approved equal: Section 016000- Product Requirements.

2.4 UNDERGROUND PIPE MARKERS

A. Metallic Locator/Warning Tape: Magnetic detectable conductor, brightly colored, continuously printed, minimum 6 inches wide by 4 mil thick, manufactured for direct burial service, imprinted with "Storm Sewer Service" in large letters.

2.5 DRAINAGE STRUCTURES

- A. Catch Basins, and Manholes: Conform to Section 330513.
- B. Frames, Grates, & Covers: Conform to Section 330513.

2.6 BEDDING AND COVER, AND BACKFILL MATERIALS

- A. Bedding:
 - 1. U.N.O. Bedding shall be a 6" compacted depth layer of NYS DOT Sand Backfill (if excavation is wet, NYS DOT Item 703.4 (#2's)) below the invert of the pipe or structure.
 - 2. NYS DOT Sand Backfill and NYS Item 703.4 as specified in Section 310516.

Public Storm Utility Drainage Piping

- B. Cover:
 - 1. U.N.O Cover shall be a 12" compacted depth layer of NYS DOT Sand Backfill above the top of pipe. The cover material shall also include the necessary compacted layer to fill the trench on each side of the pipe.
 - 2. NYS DOT Sand Backfill as specified in Section 310516.
- C. Trench Backfill (from top of cover to finish grade):
 - 1. U.N.O Trench Backfill shall be Select Granular Fill installed to fill the remaining trench or excavation to the depth below finish grade necessary to install final grade materials (top soil, gravel, pavement, etc.) as shown on the Drawings.
 - 2. Select Granular Fill as specified in Section 310516.
 - 3. If the native material removed from the trench meets the Common Fill requirement as specified in Section 310513, the material may be reused as Trench Backfill with approval of the Engineer. All top soil, organic material, rocks larger than 2 inches in diameter and foreign material must be removed and segregated from the material to be reused. Dispose of the waste material at a permitted site. Common fill, other than that excavated from the trench may not be used for Trench Backfill.

2.7 AGGREGATE MATERIALS

A. Fill at Pipe Ends: Riprap as specified in Section 313700.

PART 3 EXECUTION

- 3.1 EXAMINATION
 - A. Section 013000 Administrative Requirements: Verification of existing conditions before starting work.
 - B. Verify trench cut or excavation base is ready to receive work and excavations, dimensions, and elevations are as indicated on Drawings. Notify Engineer & Owner of discrepancies.

3.2 PREPARATION

- A. Hand trim excavations to required elevations. Correct over excavation with coarse lean concrete.
- B. Remove large stones or other hard or organic matter capable of damaging piping or impeding consistent backfilling or compacting.

3.3 TRENCHING AND EXCAVATION

- A. Excavate trench for trench or excavation for structure in accordance with Section 312316 and Section 312317.
- B. Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.
- C. Provide sheeting and shoring in accordance with Section 312317.

Public Storm Utility Drainage Piping

334113

D. Hand trim excavation for accurate placement of pipe to elevations indicated on Drawings.

3.4 BEDDING

A. Install and compact Bedding as specified in Section 312323.

3.5 INSTALLATION

- A. Storm Drainage Pipe
 - 1. Lift or roll pipe into position. Do not drop or drag pipe over prepared bedding.
 - 2. Shore pipe to required position; retain in place until after compaction of adjacent fills. Ensure pipe remains in correct position and to required slope. Cradle bottom 20 percent of pipe diameter to avoid point load.
 - 3. Install cover at sides and over top of pipe. Install initial top cover to minimum compacted thickness of 12 inches. Compact backfill by hand to one half pipe diameter.
 - 4. Compact at optimum moisture content.
 - 5. Refer to Section 312323 and 312317 for backfilling and compacting requirements. Do not displace or damage pipe when compacting.
 - 6. Install Metallic Locator/Warning Tape continuously buried 12 inches above top of pipe.

B. BUILDING DRAIN

- 1. Lift or roll pipe into position. Do not drop or drag pipe over prepared bedding.
- 2. Shore pipe to required position; retain in place until after compaction of adjacent fills. Ensure pipe remains in correct position and to required slope.
- 3. Repair surface damage to pipe protective coating with two coats of compatible bituminous paint coating.
- 4. Shore pipe to required position; retain in place until after compaction of adjacent fills. Ensure pipe remains in correct position and to required slope. Cradle bottom 20 percent of pipe diameter to avoid point load.
- 5. Install cover at sides and over top of pipe. Install top cover to minimum compacted thickness of 12 inches. Compact backfill by hand to one half pipe diameter.
- 6. Maintain optimum moisture content of bedding material to attain required compaction density.
- 7. Refer to Section 312323 for backfilling and compacting requirements. Do not displace or damage pipe when compacting.
- 8. Lay bell and spigot pipe with bells upstream.
- 9. Install flexible coupling, per manufactures recommended installation instructions, to connect internal floor drain pipe.
- 10. Install Metallic Locator/Warning Tape continuously buried 12 inches above top of pipe.

3.6 BACKFILLING

A. Install and compact Trench Backfill as specified in Section 312323

3.7 PIPE ENDS

- A. Pipes Larger than 6"
 - 1. Install aluminum inlet and outlet end sections and connect to pipe in accordance with manufacturer's instructions.
 - 2. Install Rock Rip Rap Underlayment, secure per manufactures recommendations
 - 3. Place fill at pipe ends, at embankment slopes, to adjacent construction, and as indicated on Drawings. Conform to existing or proposed grades at inlet and outlet.
 - 4. Provide (2) stainless steel straps and hardware for connection to culvert pipe ends.
 - 5. Install culvert end gratings (if required) place wire mesh over end of pipe, secure in place with wire.
- B. Pipes Smaller than 6"
 - 1. Place rock rip rap underlayment and rock rip-rap as per details.
 - 2. Install drainage grate- secure per manufactures recommend installation instructions or provide 3 galvanized screws through pipe wall to prevent drainage grate from dislodging from the end of the pipe.
 - 3. Place fill at pipe ends, at embankment slopes, to adjacent construction, and as indicated on Drawings.
- C. Catch Basin Trash/Sediment Separator:
 - 1. Install stainless steel anchor bolts in structure's side according to manufacturer's instructions utilizing epoxy dowel adhesive.
 - 2. Install oil resistant foam gasket according to manufacturer's instructions.
 - 3. Connect TRASH/SEDIMENT SEPARATOR to steel anchor bolts.
- D. Catch Basins and Manholes:
 - 1. Per Section 330513.

3.8 ERECTION TOLERANCES

- A. Section 014000 Quality Requirements: Tolerances.
- B. Lay pipe to alignment and slope gradients noted on Drawings; with maximum variation from indicated slope of 1/8 inch in 10 feet.
- C. Maximum Variation From Intended Elevation of Culvert Invert: 1/2 inch.
- D. Maximum Offset of Pipe From Indicated Alignment: 1 inch.
- E. Maximum Variation in Slope of Pipe: 0.01 percent.

3.9 FIELD QUALITY CONTROL

- A. Section 014000 Quality Requirements: Testing and inspection services.
- B. Request inspection prior to placing aggregate cover over pipe.
- C. Compaction Testing: In accordance with ASTM D1557.

Public Storm Utility Drainage Piping

D. When tests indicate Work does not meet specified requirements, remove Work, replace and retest.

3.10 PROTECTION OF INSTALLED CONSTRUCTION

- A. Section 017000 Execution Requirements: Protecting installed construction.
- B. Protect pipe and bedding from damage or displacement until backfilling operation is complete.

END OF SECTION

APPENDICES

A New York State Prevailing Wage Rate Determination – PRC Number 2014010422

APPENDIX A

New York State Prevailing Wage Rate Determination PRC Number 2014010422

APPENDIX A

Peter M. Rivera, Commissioner



Andrew M. Cuomo, Governor

Essex County

James Dougan, Construction Manager AES Northeast, PLLC 10-12 City Hall Place Plattsburgh NY 12901

Schedule Year Date Requested 11/12/2014 PRC#

2014 through 2015 2014010422

Location Lake Shore Road Project ID# AES Project 4270 Project Type Stormwater and road reconstruction along Lake Shore Road in the Town of Essex.

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 2014 through June 2015. 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. 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 form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website 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.

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.

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, by 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 220e(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.

Peter M. Rivera, Commissioner



Andrew M. Cuomo, Governor

Essex County

James Dougan, Construction Manager AES Northeast, PLLC 10-12 City Hall Place Plattsburgh NY 12901

Schedule Year Date Requested 11/12/2014 PRC#

2014 through 2015 2014010422

Lake Shore Road Location AES Project 4270 Project ID# Project Type Stormwater and road reconstruction along Lake Shore Road in the Town of Essex.

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.

ame:			
dress:			
<i></i>		State:	Zip:
nount of Contract:	<u>\$</u>		Contract Type:
			[] (01) General Construction
proximate Starting Date:	/_/		[] (02) Heating/Ventilation
pproximate Starting Date:			[] (02) Heating/Ventilation[] (03) Electrical
pproximate Starting Date: pproximate Completion Date:	//		 [] (02) Heating/Ventilation [] (03) Electrical [] (04) Plumbing

Contractor Information All information must be supplied

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 <u>last four digits</u> 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

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, <u>www.labor.ny.gov</u>.

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. 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 <u>unless</u>:

- 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
 - o workers' compensation benefits for on-the-job injuries
 - o payment for wages earned, minimum wage, and overtime (under certain conditions)
 - o prevailing wages on public work projects
 - the provisions of the National Labor Relations Act and
 - o 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 <u>dol.misclassified@labor.state.ny.us</u>. All complaints of fraud and violations are taken seriously and you can remain anonymous.

Employer Name:

IA 999 (09/10)

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 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: <u>www.labor.ny.gov</u>

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

Albany Binghamton Buffalo Garden City New York City Newburgh (518) 457-2744 (607) 721-8005 (716) 847-7159 (516) 228-3915 (212) 775-3568 (845) 568-5287 Patchogue Rochester Syracuse Utica White Plains

(631) 687-4882 (585) 258-4505 (315) 428-4056 (315) 793-2314

(914) 997-9507

 For New York City government agency construction projects, please contact the Office of the NYC Comptroller at (212) 669-4443, or <u>www.comptroller.nyc.gov</u> – 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

- NYS Department of Labor website for scheduled outreach training at: 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: <u>dlwtpo@rit.edu</u> (866) 385-7470 Ext. 2919 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: <u>crooksje@umdnj.edu</u> (732) 235-9455 https://ophp.umdnj.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:<u>mailto:japs@buffalo.edu</u> (716) 829-2125 http://www.smbs.buffalo.edu/CENTERS/trc/schedule_OSHA.php

Keene State College Manchester, NH

Leslie Singleton e-mail: <u>lsingletin@keene.edu</u> (800) 449-6742 www.keene.edu/courses/print/courses_osha.cfm

3. List of trainers and training schedules for OSHA outreach training at:

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 Num	ber:	Email	Address:	
Contact Person:					
Phone No:	Fax No:		Email:		
Project Information					
Project PRC#:		Project Na	me/Type:		
Exact Location of Project:				County:	
(If you are Subcontractor) Prime Contractor Name:					
Job Classification(s) to Work 4	l/10 Schedule:	<u>(Choose all that ap</u> *** Do not write	oply on Job in any add	<u>Classifica</u> itional Cla	tion Checklist - Pages 3-6) ssifications or Counties***
Requestor Informati	on				
Name:					
Title:			Date :		

Please use the list below with the number assigned to each county as a reference to the corresponding numbers listed in the following pages under "Entire Counties" & "Partial Counties".

1.	Albany County	33.	Oneida County
2.	Allegany County	34.	Onondaga County
3.	Bronx County	35.	Ontario County
4.	Broome County	36.	Orange County
5.	Cattaraugus County	37	Orleans County
6.	Cayuga County	38	
7.	Chautauqua County	20.	
8.	Chemung County	39.	
9.	Chenango County	40.	Putnam County
10.	Clinton County	41.	Queens County
11.	Columbia County	42.	Rensselaer County
12.	Cortland County	43.	Richmond County (Staten Island)
13.	Delaware County	44.	Rockland County
14.	Dutchess County	45.	Saint Lawrence County
15.	Erie County	46.	Saratoga County
16.	Essex County	47.	Schenectady County
17.	Franklin County	48.	Schoharie County
18.	Fulton county	49.	Schuyler County
19.	Genesee County	50.	Seneca County
20.	Greene County	51.	Steuben County
21.	Hamilton County	52.	Suffolk County
22.	Herkimer County	53.	Sullivan County
23.	Jefferson County	54.	Tioga County
24.	Kings County (Brooklyn)	55.	Tompkins County
25.	Lewis County	56.	Ulster County
26.	Livingston County	57.	Warren county
27.	Madison County	58.	Washington County
28.	Monroe County	59.	Wayne County
29.	Montgomery County	60	Westchester County
30.	Nassau County	61	Wyoming County
31.	New York County (Manhattan)	62	Vates County
32.	Niagara County	02.	

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Carpenter-Building	276B-A ll	7	2 ,5	
Carpenter-Building	276B-Cat	15	5	
Carpenter - Building	276-B-DW-LIV	26, 28, 35, 59	61	
Carpenter-Building	276B-Gen	19, 32, 37	61	
Carpenter-Floor Layers	276B-FL-Liv	26, 28, 35, 59	61	
Carpenter-Heavy&Highway	276HH-A ll	2, 5, 7		
Carpenter-Heavy&Highway	276HH-Erie	15		
Carpenter-Heavy&Highway	276HH- Gen	19, 32, 37, 61		
Carpenter-Heavy&Highway	276HH-Liv	26, 28, 35, 59		
Carpenter-Residential	276R-A ll	7	2, 5	
Carpenter - Building	277B-Bro	4, 54		
Carpenter - Building	277B-CAY	6, 50, 62		
Carpenter - Building	277B-CS	8, 12, 49, 51, 55	2	
Carpenter - Building	277 JLS	23, 25, 45		
Carpenter - Building	277 omh	22, 27, 33		
Carpenter - Building	277 On	34		
Carpenter - Building	277 Os	38		
Carpenter - Building	277CDO Bldg	9, 13, 39		
Carpenter - Heavy&Highway	277CDO HH	9, 13, 39		
Carpenter - Heavy&Highway	277HH-BRO	4, 6, 8, 12, 49, 50, 51, 54, 55, 62		
Carpenter - Heavy/Highway	277 oneida	22, 23, 25, 27, 33, 34, 38, 45		
Carpenter - Building	291B-A l b	1, 18, 20, 29, 42, 47, 48		
Carpenter - Building	291B-C l i	10, 16, 17		
Carpenter - Building	291B-Ham	21, 57, 58		
Carpenter - Building	291B-Sar	46		
Carpenter - Heavy&Highway	291HH-Alb	1, 10, 16, 17,18, 20, 21, 29, 42, 46, 47, 48, 57, 58		
Electrician	25m	30, 52		
Electrician-Teledata Cable Splicer	43	12, 22, 27, 33, 38	6, 9, 34, 39, 55, 59	

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box	
Electrician	86	26, 28	19, 35, 37, 59, 61		
Electrician	840Teledata and 840 Z1	62	6, 34, 35, 50, 59		
Electrician	910	10, 16, 17, 23, 25, 45			
Electrician Lineman	1049Line/Gas	30, 41, 52			
Electrician Lineman	1249a	1, 2, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 36, 37, 38, 39, 40, 42, 44, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 56, 57, 58, 59, 61, 62			
Electrical Lineman	1249a West	60			
Electrical Lineman	1249a-LT	1, 2, 4, 5, 6, 7, 8, 9, 10, 12, 13, 15, 16, 17, 18, 19, 20, 21, 22, 23, 25, 26, 27, 28, 29, 32, 33, 34, 35, 37, 38, 39, 42, 46, 47, 48, 49, 50, 45, 51, 53, 54, 55, 57, 58, 59, 61, 62			
Electrical Lineman	1249aREG8LT	11, 14, 36, 40, 44, 56			
Electrical Lineman	1249aWestLT	60			
Elevator Constructor	138	11, 14, 20, 36, 40, 53, 56	13, 44, 60		
Elevator Constructor	14	2, 5, 7, 15, 19, 32, 37, 61			
Elevator Constructor	27	8, 26, 28, 35, 49, 50, 51, 59, 62			
Elevator Constructor	35	1, 10, 16, 18, 21, 22, 29, 39, 42, 46, 47, 48, 57, 58			
Elevator Constructor	62.1	4, 6, 9, 12, 23, 25, 27, 33, 34, 38, 45, 54, 55	13		
Glazier	201	1, 10, 11, 16, 17, 18, 20, 21, 29, 42, 46, 47, 48, 57, 58			
Glazier	660r	2, 5, 7, 15, 19, 32, 37, 61			
Glazier	660	2, 5, 7, 15, 19, 32, 37, 61			
Glazier	677.1	23, 25, 26, 28, 35, 45, 50, 59, 62			
Glazier	677Z-2	6, 12, 22, 27, 33, 34, 38			
Glazier	677z3	4, 8, 9, 13, 39, 49, 51, 54, 55			
Glazier	677r.2	6, 12, 22, 27, 33, 34, 38			
Insulator - Heat & Frost	30-Syracuse	4, 6, 8, 9, 12, 22, 23, 25, 27, 33, 34, 38, 39, 49, 50, 45, 54, 55			
Laborers - Building	322-2H	17, 23, 25, 45			
Laborers - Building	785(7)	4	9, 13, 54		

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Laborers - Building	785B-CS	8, 51	49	
Laborers- Heavy & Highway	322/2h	17, 23, 25, 45		
Laborers- Heavy & Highway	7-785b	12, 55	49, 54	
Laborers Heavy & Highway	785(7)	4	9, 13, 54	
Laborer - Heavy & Highway	785HH-CS	8, 51	49	
Laborer - Building	621b	2, 7	5	
Laborer - Residential	621r	2, 7	5	
Mason-Building	3b-Co-Z2	8, 49, 51	2	
Mason-Building	3B-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Building-Residential	3B-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Building	3B-Bing-Z2	4, 9, 13, 39, 54		
Mason-Building	3B-lth-Z2	12, 55		
Mason-Building	3B-Jam-Z2	7	2, 5	
Mason-Building-Residential	3B-Jam-Z2R	2, 4, 8, 7, 9, 12, 39, 13, 49, 51, 54, 55	<u>5</u>	
Mason-Building	3B-Z3	15, 32, 37	5	
Mason-Building-Residential	3B-Z3R	15, 32, 37	5	
Mason-Heavy Highway	3h	2, 4, 8, 7, 9, 12, 13, 19, 26, 28, 35, 37, 39, 49, 50, 51, 54, 55, 59, 61, 62	5, 15, 32	
Mason-Tile Finisher	3TF-Z1	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Tile Finisher	3TF-Z2	2, 4, 8, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason-Tile Finisher	3TF-Z3	15, 32, 37	5	
Mason-Tile Finisher	3TF-Z1R	19, 26, 28, 35, 50, 59, 61, 62		
Mason-Tile Finisher	3TF-Z2R	2, 4, 7, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason-Tile Finisher	3TF-Z3R	15, 32, 37	5	
Mason-Tile Setter	3TS-Z1	19, 26, 28, 35, 50, 59, 61, 62		

(Place a checkmark by all classifications that will be using the 4/10 schedule)

Job Classification	Tag #	Entire Counties	Partial Counties	Check Box
Mason-Tile Setter Residential	3TS-Z2R	2, 4, 7, 8, 9, 12, 13, 39, 49, 51, 54, 55	5	
Mason-Tile Setter Residential	3TS-Z3R	15, 32, 37	5	
Mason - Building/Heavy&Highway	780	3, 24, 30, 31, 41, 43, 52		
Operating Engineer - Heavy/Highway	137H/H	40, 60	14	
Operating Engineer - Heavy& Highway	832H	2, 8, 26, 28, 35, 49, 51, 59, 62	19	
Painter	150	28, 59, 62	26, 35	
Painter	178 B	4, 9, 54		
Painter	178 E	8, 49	51	
Painter	1781	12, 55		
Painter	178 O	13, 39		
Painter	31	6, 22, 27, 33, 34, 50	25, 35, 38	
Painter	38.O		38	
Painter	38.W	23, 45	25	
Painter	4-Buf,Nia,Olean	2, 15, 19, 32, 37, 61	5, 7, 26, 51	
Painter	4-Jamestown		5, 7	
Sheetmetal Worker	46	26, 28, 35, 50, 59, 62		
Sheetmetal Worker	46r	26, 28, 35, 50, 59, 62		
Teamsters-Heavy&Highway	294h/h	1, 11, 18, 20, 29, 42, 46, 47, 48, 58	57	
Teamsters-Heavy&Highway	317bhh	6, 12, 50, 51, 55, 62	2	
Teamsters-Building/Heavy&Highway	456	40, 60		

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 countyby-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. In most cases the payment or provision of supplements is for each hour worked (noted in the schedule as 'Per hour worked'). Some classifications require the payment or provision of supplements for each hour paid (noted in the schedule as 'Per hour paid'), which require supplements to be paid or provided at a premium rate for premium hours worked. Some classifications may also require the payment or provision of supplements for performed.

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) 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

Boilermaker

JOB DESCRIPTION Boilermaker

ENTIRE COUNTIES

Albany, Broome, Chenango, Columbia, Delaware, Essex, Fulton, Greene, Hamilton, Herkimer, Montgomery, Otsego, Rensselaer, Saratoga, Schenectady, Schoharie, Tioga, Warren, Washington

WAGES

Per hour

07/01/2014

\$ 31.24

Boilermaker

SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen	\$ 23.88*
	+ 1.19

* 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:

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 p	ernour						
(1/2) ye	ar terms at the	following per	centage of Jou	irneyman's wa	ige.		
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

JOB DESCRIPTION Carpenter - Building

ENTIRE COUNTIES

Clinton, Essex, Franklin

WAGES	

Per hour:	07/01/2014	06/01/2015 Additional
Carpenter	\$ 24.77	\$ 1.49*
Floor Coverer	24.77	1.49*
Carpet Layer	24.77	1.49*
Dry-Wall	24.77	1.49*
Lather	24.77	1.49*
Piledriver	25.02	1.49*
Diver-Wet Day	61.25	
Diver -Dry Day	25.77	1.49*
Diver Tender	25.77	1.49*

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:

11/01/2014

ICT 1

11/01/2014

DISTRICT 2

DISTRICT 1

0' to 80' no additional fee 81'to 100' additional \$.50 per foot 101'to 150' additional \$0.75 per foot 151'and deeper additional \$1.25 per foot - Penetration pay for Divers based upon deepest penetration on the day of the dive: 0' to 50' no additional fee

- 51' to 100' additional \$.75 per foot
- 101' and deeper additional \$1.00 per foot

\$17.81

(*) 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

OVERTIME PAY

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

* Note - Saturday is payable at straight time if the employee misses work, except where a doctor's or hospital verification of illness is produced Monday through Friday when work was available to the employee.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE Overtime: See (5, 6) on HOLIDAY PAGE Note: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

One year terms at the following percentage of Journeyman's base wage:1st2nd3rd4th50%60%70%80%

Supplemental Benefits per hour worked:

1st year term	\$ 9.96
2nd year term	9.96
3rd year term	12.56
4th year term	12.56

2-291B-Cli

11/01/2014

DISTRICT 2

Carpenter - Building / Heavy&Highway

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

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:	07/01/2014	
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface Installer	\$ 28.40	
Note - Does not include the operation of equipment. Please see Operating Engineers rates. SUPPLEMENTAL BENEFITS Per hour Paid:		
	07/01/2014	
Journeyman	\$ 18.43	

HOLIDAY

Paid: Overtime: Notes:

See (2, 17) on HOLIDAY PAGE See (5, 6, 16) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage: 1st 3rd 4th 2nd 70% 80% 50% 60%

Supplemental Benefits per hour paid:

	07/01/2014
Carpenter	
1st year term	\$ 10.04
2nd year term	10.04
3rd year term	12.64
4th year term	12.64

Carpenter - Heavy&Highway

JOB DESCRIPTION Carpenter - Heavy&Highway

ENTIRE COUNTIES

Albany, Clinton, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Carpenter	\$ 28.04
Millwright	29.54
Piledriver	28.04
Diver-Wet Day	62.50
Diver-Dry Day	29.04
Diver-Tender	29.04

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW:

- 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.

07/01/2014

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.

- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).

- Depth pay for Divers based upon deepest depth on the day of the dive:

0' to 50' no additional fee

51'to 100' additional \$.50 per foot

101'to 150' additional \$0.75 per foot

151'and deeper additional \$1.25 per foot

- Penetration pay for Divers based upon deepest penetration on the day of the dive:

0' to 50' no additional fee

51' to 100' additional \$.75 per foot

101' and deeper additional \$1.00 per foot

- Diver rates applies to all hours worked on dive day.

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.

SUPPLEMENTAL BENEFITS

Per hour worked plus paid holidays:

2-42AtSS

11/01/2014

DISTRICT 2

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 wage1st2nd3rd4th50%60%70%80%

Supplemental Benefits per hour worked plus paid holidays:

1st year terms	\$ 9.92
2nd year terms	9.92
3rd year terms	12.52
4th year terms	12.52

Electrician

JOB DESCRIPTION Electrician

ENTIRE COUNTIES

Clinton, Essex, Franklin, Jefferson, Lewis, St. Lawrence

WAGES Per hour:	07/01/2014
Electrician	\$ 32.50
Cable Splicer	34.00
Tunnel Worker*, Welder	34.00

* For all underground and tunnel work, working 35 feet or more on scaffolds, ladders, towers, steeples, structural steel, or mechanical lifts over 65 feet.

Shift Work: The following rates will apply on all Contracting Agency mandated shifts worked between the hours listed below. The employer may be permitted to adjust the starting hours of the shift by up to two (2) hours if required by the agency. If a shift begins outside of the stated shift hours, the rate paid would be determined by what shift the majority of the hours were worked.

1st shift:	8:00 AM to 4:30 PM	Regular wage rate
2nd shift:	4:30 PM to 1:00 AM	Regular wage rate plus 17.3%
3rd shift:	12:30 AM to 9:00 AM	1 Regular wage rate plus 31.4%

** 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 paid:

\$ 17.89 *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

HOLIDAYPaid:See (1) on HOLIDAY PAGEOvertime:See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: Hourly terms at the following percentage of Journeyman's wage.

DISTRICT 6

2-291HH-Alb

11/01/2014

	1-1000 40%	to 2000 45%	to 3500 50%	to 5000 60%	to 6500 70%	to 8000 80%
Electrician	\$13.00	\$14.63	\$16.25	\$19.50	\$22.75	\$26.00
Cable Splicer, Tunnel	\$14.50	\$16.13	\$17.75	\$21.00	\$24.25	\$27.50

SUPPLEMENTAL BENEFITS per hour worked:

Appr 1st & 2nd term	\$ 8.62 * plus 3% of gross wage
Appr All other terms	\$ 17.89 * 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	11/01/2014

JOB DESCRIPTION Elevator Constructor

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Madison: Only the towns of: Brookfield, Hamilton, Lincoln, Madison, Smithfield and Stockbridge.

Oneida: Entire county except the towns of: Camden, Florence, and Brookfield.

WAGES

Per hour	07/01/2014	01/01/2015
Mechanic	\$ 40.90	\$ 41.51
Helper	70% of Mechanic Wage Rate	

**** 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 07/01/2014 01/01/2015 Journeyman/Helper \$ 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

See (5, 6, 15, 16) on HOLIDAY PAGE Paid: 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* 50%

DISTRICT 1

*No supplemental benefits

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

Supplemental Benefits per hour worked

Same as Journeyman/Helper

11/01/2014

1-35

JOB DESCRIPTION Glazier

DISTRICT 1

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Glazier

Per hour

	07/01/2014	05/01/2015	05/01/2016
		Additional	Additional
		\$1.50**	\$1.50**
Glazier base wage	\$ 26.05		
· ·	+ additional \$1.50 per hour for all h	ours worked	

*High Work Base Wage

29.05 + additional \$3.50 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, increase only applies to Glazier base wage.

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	\$ 16.03
Journeyman	
High Work	21.58

OVERTIME PAY

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

Premium is applied to the respective base wage only.

HOLIDAY Ρ

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 \$	1.50 per hour	for all hours w	orked for all te	erms			

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
100	LIIG	ora		ouri	ouri	7.611	our

Prevailing Wa Last Publishe	ige Rates for (d on Nov 01 2	07/01/2014 - 06 014	6/30/2015		Pu	blished by the New Yorl PRC Number	State Department of Labor 2014010422 Essex County
35% + additiona l :	45% \$3.50 per hou	55% ur for a ll hours	65% 75% s worked for all terms	85%	90%	95%	<u> </u>
Supplementa	al Benefits pe	r hour worked	Ŀ				
For apprentic	ces indenture	d after 07/01/	2009 the following suppler	mental benefit a	pplies:		
Apprentice			¢ 14.26				
5th 9th torm			φ 14.20 16.02				
Apprentice F	liah Work		10.03				
1st_4th term			\$ 16 83				
5th-8th term			21.58				
For apprentice	ces indenture	d prior to and	including 07/01/2009, the	following suppl	emental bene	efit applies:	
Apprentice H	ligh Work		21.58				
							1-201
Insulator -	Heat & Fro	st					11/01/2014
JOB DESC	RIPTION Ir	sulator - Hea	t & Frost			DISTRICT 1	
ENTIRE CO Albany, Colu Ulster, Warro	DUNTIES Imbia, Delaw en, Washingt	are, Essex, Fi on	ulton, Greene, Hamilton, N	lontgomery, Re	nsselaer, Sai	ratoga, Schenectady,	Schoharie, Su ll ivan,
WAGES	,						
Wages per h	our		07/01/2014	05/01/20	15		
wages per i	ioui		0770172014	Addition	al		
Asbestos Wo	orker*		\$ 31 56	\$ 1 50	**		
Insulator*			31.56	1.50	**		
Firestopping	Worker*		26.83	1.50	**		
(*)On Mecha (**)To be allo	nical System	s only. ter date.					
	ENITAL REN						
Per hour wo	rked						
Journeyman			\$ 20.03				
OVERTIME See (*B1, *** *B1=Double **Q=Triple til	E PAY Q) on OVERT time begins a me on Labor	TIME PAGE after 10 hours Day if worked	on Saturday I.				
HOLIDAY		Sec. (1) en					
Overtime:		See (1) 01 See (5, 6)	on HOLIDAY PAGE				
When a holid	day falls on S	unday the foll	owing Monday shall be ob	served as the h	oliday.		
REGISTER Wages per h	ED APPRE	NTICES					
one year teri	ms at the fo ll d	wing percent	age of Journeyman's wage	Э.			
1st	2nd	3rd	4th				
60 %	70 %	80 %	90 %				
Supplementa	al Benefits pe	r hour worked	1:				
Apprentices			\$ 20.03				1-40
Ironworke	r						11/01/2014
JUB DESC		onworker				DISTRICT 1	
ENTIRE CO Albany, Clint	on, Columbia	a, Delaware, E	Essex, Greene, Rensselae	r, Saratoga, Scl	nenectady, S	choharie, Warren, Wa	shington
Fulton: Only	COUNTIES	ns of Broadal	bin Mavfield Northamptor	h 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, Butternuts, Morris, Otego, Oneonta, Laurens, Millford, Maryland and Worchester.

WAGES

MAGEO	
Per hour	07/01/2014
Ornamental	\$ 29.05
Reinforcing	29.05
Rodman	29.05
Structural & Precast	29.05
Mover/Rigger	29.05
Fence Erector	29.05
Stone Derrickman	29.05
Sheeter	29.30
Curtain Wall Installer	29.05
Metal Window Installer	29.05

SUPPLEMENTAL BENEFITS

Per hour worked

JOURNEYMAN

\$ 25.06

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 oc	curs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

Wages per hour

ONE YEAR TERMS AT THE FOLLOWING WAGE RATES:

	07/01/2014
1st year	\$ 16.00
2nd year	18.00
3rd year	20.00
4th year	22.00
Supplemental Benefits per hour worked	
1st year	\$ 10.00
2nd year	19.38
3rd year	20.72
4th year	22.06

Laborer - Building

JOB DESCRIPTION Laborer - Building

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 DISTRICT 1

1-12

11/01/2014

1-186ew

11/01/2014

Workers in kilns, tanks, boilers etc., Asbestos & Hazardous Waste Work.

WAGES per hour

JOB DESCRIPTION	Ŋ Laborer - Heavy&Highway		DISTRIC	:T 1
Laborer - Heavy&I	Highway			
Apprentices	\$ 18.2	22		
Supplemental Benefit	s per hour worked			
0-1,000 Hrs 60%	1,001-2,000 Hrs 70%	2,001-3,000 Hrs 80%	3,001 - 4,000 Hrs 90%	
Terms are at the follo	wing percentage of Group Ra	te A.		
REGISTERED APP Wages per hour	RENTICES			
HOLIDAY Paid: Overtime:	See (1) on HOLIDAY PAGE See (5, 6) on HOLIDAY PAGE			
OVERTIME PAY See (B, E, *E2, Q) on *Inclement weather m	OVERTIME PAGE hakeup day may be provided l	November 15 to May 15.		
Journeymen	\$ 18.2	22		
SUPPLEMENTAL I	BENEFITS			
(*)To be allocated at a	a later date.			
Group # F	21.8	38		
Group # D Group # F	21.3	33		
Group # C	21.1	8		
Group # A Group # B	\$ 20.8 21.0	38)3		
	07/01/2	2014		
•	o — io i io			

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	07/01/2014	07/01/2015
	0770172014	01/01/2013

Additional

Group # A	\$ 23.99	\$ 1.30*
Group # B	24.19	1.30*
Group # C	24.39	1.30*
Group # D	24.59	1.30*
Group # E	25.99	1.30*

\$ 19.23

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.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeymen

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY Paid:

See (5, 6) on HOLIDAY PAGE 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.

0-1,000 Hrs	1,001-2,000 Hrs	2,001-3,000 Hrs	3001 - 4000 hrs
60%	70%	80%	90%

Supplements per hour worked Apprentices \$ 19.23

Laborer - Tunnel

JOB DESCRIPTION Laborer - Tunnel

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)

	07/01/2014	07/01/2015 Additional
Tunnel Laborer:		
Group A	\$ 27.17	\$ 1.30**
Group B	27.37	1.30**
Group C*	29.17	1.30**

(*)Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

(**)To be allocated at a later date.

SUPPLEMENTAL BENEFITS Per hour worked:

DISTRICT 1

11/01/2014

1-186/2h

Journeyman \$ 19.23 **OVERTIME PAY** See (B, E, Q) on OVERTIME PAGE HOLIDAY See (5, 6) on HOLIDAY PAGE Paid: 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. 1001-2000 Hrs 2001-3000 Hrs 3001-4000 Hrs 0-1000 Hrs 60% 70% 80% 90% Supplements per hour worked Apprentices \$ 19.23 1-186T 11/01/2014 Lineman Electrician **DISTRICT** 6

JOB DESCRIPTION Lineman Electrician

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 (10) 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. (Ref #14.01.01)

	07/01/2014	05/04/2015	05/02/2016
			Additional
Lineman, Technician	\$ 45.51	\$ 46.90	\$ 2.50*
Crane, Crawler Backhoe	45.51	46.90	2.50*
Welder, Cable Splicer	45.51	46.90	2.50*
Digging Machine Operator	40.96	42.21	2.50*
Tractor Trailer Driver	38.68	39.87	2.50*
Groundman, Truck Driver	36.41	37.52	2.50*
Mechanic 1st Class	36.41	37.52	2.50*
Flagman	27.31	28.14	2.50*

* To be allocated at a later date.

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all electrical sub-stations, switching structures, fiber optic cable and all other work not defined as "Utility outside electrical work". (Ref #14.02.01-A)

	Auditional
Lineman, Technician \$45.51 \$46.90	\$ 2.50*
Crane, Crawler Backhoe 45.51 46.90	2.50*
Cable Splicer-Pipe Type Cable50.0651.59	2.50*
Cert. Welder-Pipe Type Cable 47.79 49.25	2.50*
Digging Machine Operator40.9642.21	2.50*
Tractor Trailer Driver38.6839.87	2.50*
Mechanic 1st Class 36.41 37.52	2.50*
Groundman, Truck Driver 36.41 37.52	2.50*
Flagman 27.31 28.14	2.50*

* To be allocated at a later date.

Additional \$1.00 per hour for entire crew when a helicopter is used.
Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

			Additional
Lineman, Technician, Welder	\$ 46.80	\$ 48.20	\$ 2.50*
Crane, Crawler Backhoe	46.80	48.20	2.50*
Digging Machine Operator	42.12	43.38	2.50*
Tractor Trailer Driver	39.78	40.97	2.50*
Groundman, Truck Driver	37.44	38.56	2.50*
Mechanic 1st Class	37.44	38.56	2.50*
Flagman	28.08	28.92	2.50*
Cert. Welder-Pipe Type Cable	49.14	50.61	2.50*
Cable Splicer-Pipe Type Cable	51.48	53.02	2.50*

* To be allocated at a later date.

Additional \$1.00 per hour for entire crew when a helicopter is used.

Below rates applicable on all overhead and underground transmission line work & fiber optic cable where other construction trades are or have been involved. This applies to transmission line work only, not other construction. (Ref #14.03.01)

			Additional
Lineman, Technician, Welder	\$ 48.02	\$ 49.41	\$ 2.50*
Crane, Crawler Backhoe	48.02	49.41	2.50*
Cable Splicer	48.02	49.41	2.50*
Digging Machine Operator	43.22	44.47	2.50*
Tractor Trailer Driver	40.82	42.00	2.50*
Groundman, Truck Driver	38.42	39.53	2.50*
Mechanic 1st Class	38.42	39.53	2.50*
Flagman	28.81	29.65	2.50*

* To be allocated at a later date.

Additional \$1.00 per hour for entire crew when a helicopter is used.

** IMPORTANT NOTICE **

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. *Effective 05/06/2013, Tuesday thru Friday may be worked with no 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.

\$ 19.75	\$ 20.50
*plus 7% of	*plus 7% of
hourly wage	hourly wage

*The 7% is based on the hourly wage paid, straight time rate or premium rate.

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 MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

	1ST SHIFT	8:00 AM to 4:30 PM REGULAR RATE
	2ND SHIFT	4:30 PM to 1:00 AM REGULAR RATE PLUS 17.3 %
	3RD SHIFT	12:30 AM to 9:00 AM REGULAR RATE PLUS 31.4 %
HOLIDAY		
Paid		See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime		See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

SUPPLEMENTS for holidays paid at straight time

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of the Journeyman Lineman wage.

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

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a

11/01/2014

JOB DESCRIPTION Lineman Electrician - Teledata

ENTIRE COUNTIES

Lineman Electrician - Teledata

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

WAGES

Per hour:

FOR OUTSIDE WORK.

	07/01/2014		
Cable Splicer	\$ 29.12		
Installer, Repairman	27.64		
Teledata Lineman	27.64		
Technician, Equipment Operator	27.64		
Groundman	14.66		

NOTE: EXCLUDES Teledata work within ten (10) 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
wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

Lineman Electrician - Traffic Signal Lighting

JOB DESCRIPTION Lineman Electrician - Traffic Signal Lighting

ENTIRE COUNTIES

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

WAGES

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

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

11/01/2014

6-1249LT - Teledata

DISTRICT 6

DISTRICT 6

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

(Ref #14.01.01)

Per hour:			
	07/01/2014	05/04/2015	05/02/2016
			Additional
Lineman, Technician	\$ 40.12	\$ 41.04	\$ 2.00*
Crane, Crawler Backhoe	40.12	41.04	2.00*
Certified Welder	42.13	43.09	2.00*
Digging Machine	36.11	36.94	2.00*
Tractor Trailer Driver	34.10	34.88	2.00*
Groundman, Truck Driver	32.10	32.83	2.00*
Mechanic 1st Class	32.10	32.83	2.00*
Flagman	24.07	24.62	2.00*

* To be allocated at a later date.

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.

** IMPORTANT NOTICE **

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. *Effective 05/06/2013, Tuesday thru Friday may be worked with no 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:

All classifications	\$ 19.75	\$ 20.50	
	*plus 7.0% of	*plus 7.0% of	
	hourly wage	hourly wage	

*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 MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

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

HOLIDAY

Paid	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.
Overtime	See (5, 6, 8, 13, 25) on HOLIDAY PAGE plus Governor of NYS Election Day.

REGISTERED APPRENTICES

WAGES: Per hour. 1000 hour terms.

1st	2nd	3rd	4th	5th	6th	7th
\$ 24.07	\$ 26.08	\$ 28.08	\$ 30.09	\$ 32.10	\$ 34.10	\$ 36.11

SUPPLEMENTAL BENEFITS: Same as Journeyman

6-1249a-LT

11/01/2014

Lineman Electrician - Tree Trimmer

DISTRICT 6

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

WAGES

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.

	07/01/2014
Tree Trimmer	\$ 22.41
Equipment Operator	19.77
Equipment Mechanic	19 <u>.</u> 77
Truck Driver	16.71
Groundman	13.71
Flag person	9.76

SUPPLEMENTAL BENEFITS

Per hour worked including holidays listed below:

\$ 8.72 *plus 3% of hourly wage

* 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 All paid holidays falling on a Saturday shall be observed on the preceding Friday All paid holidays falling on a Friday shall be observed on the following Monday

Mason - Building

JOB DESCRIPTION Mason - Building

ENTIRE COUNTIES

Clinton, Essex, Franklin

PARTIAL COUNTIES

Warren: Only the Townships of Chester, Hague, Horicon and Johnsburg.

WAGES Per hour

07/01/2014

Bricklayer	\$ 28.43
Cement Finisher	28.43
Plasterer/Fireproofer*	28.43
Pointer/Caulker/Cleaner	28.43
Stone Mason	28.43
Acid Brick	28.93

(*)Fireproofer on Structural only.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 17.68

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.

DISTRICT 12

6-1249TT

11/01/2014

4th term 2501-3500 hrs

5th term 3501-4500 hrs

6th term 4501-6000 hrs

REGISTEI Wages per	RED APPR hour	ENTICES							
750 hr term	is at the follo	wing percenta	age of Journey	man's wage					
1st 55%	2nd 60%	3rd 65%	4th 70%	5th 75%	6th 80%	7th 85%	8th 90%		
Supplemen	tal Benefits∣	per hour work	ed						
All others			\$ 17.68	3					
									12-2b.8
Mason - E	Building								11/01/2014
JOB DES	CRIPTION	Mason - Build	ding				DISTRICT	12	
ENTIRE C Albany, Clir Warren, Wa	OUNTIES nton, Columb ashington	oia, Essex, Fra	anklin, Fulton, (Greene, Ham	ilton, Montgom	ery, Renssela	er, Saratoga, Sc	henectady, Scl	hoharie,
WAGES									
Per hour			07/01/201	14					
Tile/Marble	/Terazzo								
Setter			\$ 30.79	9					
Finisher			24.30)					
SUPPLEN Per hour we	IENTAL BE	ENEFITS							
Journeyma	n Setter		\$ 18.25	5					
OVERTIM See (B, E, G	n Finisher E PAY Q) on OVER	TIME PAGE	10.00)					
HOLIDAY	,								
Paid: Overtime:		See (1) o See (5, 6) on HOLIDAY P) on HOLIDAY	AGE PAGE					
REGISTE Wages per	RED APPR hour	ENTICES							
Hour Terms	s at the follo	wing percentag	ge of Journeyn	nan's wage					
Setter:									
1st term 0-	500 hrs		60%						
2nd term 50	01-1500 hrs		70%						
3rd term 15 4th torm 25	01-2500 hrs		80% 85%						
5th term 35	01-3500 hrs		90%						
6th term 45	01-6000 hrs		95%						
Finisher:									
1st term 0-	500 hrs		70%						
2nd term 50	01-1500 hrs		80%						
4th term 25	601-2500 hrs		90 % 95%						
Supplemen	ital Benefits	per hour work	ed						
			07/01/20)14					
Setter:			ф <u>ко</u> – -	`					
2nd term 5	000 Nrs 01_1500 bro		\$ 10.50 10 50) 1					
3rd term 15	601-2500 hrs		14.37	, 7					

14.37

16.31

18.25

Finisher:	
1st term 0-500 hrs	\$ 10.00
2nd term 501-1500 hrs	10.00
3rd term 1501-2500 hrs	12.77
4th term 2501-3700 hrs	12.77

JOB DESCRIPTION Mason - Heavy&Highway

12-2TS.1

11/01/2014

Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

Albany, Cayuga, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Madison, Montgomery, Oneida, Oswego, Rensselaer, Saratoga, Schenectady, Schoharie, St. Lawrence, Warren, Washington

PARTIAL COUNTIES

Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 1-2h/h on.

WAGES Per hour

	07/01/2014	07/01/2015 Additional
Mason & Bricklaver	\$ 33.08	\$ 1.35*

Additional \$1.00 per hour for work on any swing scaffold or staging suspended by means of ropes or cables.

(*)To be allocated at a later date.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$17.96

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

HOLIDAY

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

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%

\$ 26.00

Supplemental Benefits per hour worked

07/01/2014 \$17.96

11/01/2014

Millwright

JOB DESCRIPTION Millwright

ENTIRE COUNTIES

DISTRICT 2

Clinton, Essex, Franklin, Hamilton, Warren, Washington

WAGES

Per hour: 07/01/2014

Millwright

Note: WELDER/HAZMAT - A Certified Welder shall receive \$ 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.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman

\$ 18.59

OVERTIME PAY

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

*Note - 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 regular scheduled work day.

HOLIDAY Paid: Overtime:

See (1) on HOLIDAY PAGE 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 rate.

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

Supplemental Benefits per hours worked:

Apprentices:

1st term	\$ 8.45
2nd term	15.55
3rd term	16.56
4th term	17.58

2-1163b

11/01/2014

Operating Engineer - Building

JOB DESCRIPTION Operating Engineer - Building

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, whirlies, 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, tractormounted 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, beltcrete 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.

DISTRICT 1

WAGES per hour	07/01/2014
Class # A1	\$ 37.90
Class # A	37.46
Class # B	36.55
Class # C	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.

Additional \$2.50 per hour if work requires Personal Protective Equipment for hazardous waste site activities with a level C or over rating.

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$23.87

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

07/01/2014

All terms

\$ 19.30

Operating Engineer - Heavy&Highway

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 1

1-158 Alb

11/01/2014

ENTIRE COUNTIES

Albany, Broome, Chenango, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, 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.

Herkimer: That portion of the county that lies east of a line drawn due north and due south through the railroad station in Little Falls, NY

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

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, Gunite 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, Revinius 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.

07/01/2014
\$ 39.02
37.41
36.50
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 \$24.10

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

HOLIDAY Paid:

Overtime:

See (5, 6) on HOLIDAY PAGE 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

	07/01/2014
All Terms	\$ 19.50

Operating Engineer - Marine Construction

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 CLASS A Operator, Leverman,	07/01/2014 \$ 34.73	10/01/2014 \$ 35.63		
Lead Dredgeman CLASS A1 Dozer,Front Loader	To conform to Ope Prevailing Wage in	To conform to Operating Engineer Prevailing Wage in locality where work		
Operator	is being performed	l including benefits.		
CLASS B Spider/Spill Barge Operator, Tug Operator(over1000hp), OperatorII, Fill Placer, Derrick Operator, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer	\$ 30.05	\$ 30.81		
Certified Welder, Boat Operator(licensed)	\$ 28.30	\$ 29.01		
CLASS C Drag Barge Operator, Steward, Mate, Assistant Fill Placer,	\$ 27.54	\$ 28.22		
Welder (please add)\$ 0.06				
Boat Operator	\$ 26.55	\$ 27.30		
CLASS D Shoreman, Deckhand, Rodman, Scowman, Cook, Messman, Porter/Janitor	\$ 22.17	\$ 22.68		
Oiler(please add)\$ 0.09 SUPPLEMENTAL BENEFITS Per Hour: THE FOLLOWING SUPPLEMENTAL	BENEFITS APPLY TO ALL CATEGO	DRIES		
All Classes A & B	07/01/2014 \$ 9.42 plus 8% of straight time wage, Overtime hours add \$ 0.63	10/01/2014 \$ 9.99 plus 8% of straight time wage, Overtime hours add \$ 0.63		
All Class C	\$ 9.12 plus 8% of straight time wage, Overtime hours add \$ 0.48	\$ 9.69 plus 8% of straight time wage, Overtime hours add \$ 0.48		
All Class D	\$ 8.82 plus 8% of straight time	\$ 9.39 plus 8% of straight time		

wage, Overtime hours

add \$ 0.33

wage, Overtime hours

add \$ 0.33

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (5, 6, 8, 15, 26) on HOLIDAY PAGE

Published by the New York State Department of Labor PRC Number 2014010422 Essex County

DISTRICT 12

4-25a-MarConst

11/01/2014

Operating Engineer - Survey Crew

JOB DESCRIPTION Operating Engineer - Survey Crew

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 boundary line of the City of Poughkeepsie, north. Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

WAGES

These rates apply to Building and Heavy Highway.

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.

	07/01/2014	07/01/2015	
Party Chief	\$ 35.49	\$ 36.53	
Instrument Person	32.53	33.46	
Rod Person	23.83	24.46	

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	\$ 22.75	\$ 23.75
OVERTIME PAY See (B, E, Q) on OVERTIM	E PAGE	
HOLIDAY Paid: Overtime:	See (5, 6) on HOLIDAY PAGE See (5, 6) on HOLIDAY PAGE	
REGISTERED APPRENTICES		

WAGES: 1000 hour terms for Instrument & Rod Persons at the following rates:

07	7/01/2014 07	7/01/2015
0-1000 Hrs	\$ 14.30	\$ 14.68
1001-2000 Hrs	16.68	17.12
2001-3000 Hrs	19.06	19.57
SUPPLEMENTAL BENEFITS per hour work	ed:	
All Terms	\$ 22.75	\$ 23.75

Operating Engineer - Survey Crew - Consulting Engineer

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

Albany, Allegany, Broome, Cayuga, Chemung, Chenango, Clinton, Columbia, Cortland, Essex, Franklin, Fulton, Greene, Hamilton, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Montgomery, 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 boundary line of the City of Poughkeepsie, north. Genesee: Only the portion of the county that lies east of a line down the center of Route 98 to include all area that lies within the City of Batavia.

11/01/2014

12-158-545 D.H.H.

WAGES

These rates apply to feasibility and preliminary design surveying, line and grade surveying for inspection or supervision of construction when performed under a Consulting Engineer Agreement.

Per hour: SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who runs the instrument and assists the Party Chief. Rod Person - One who holds the rods and, in general, assists the Survey Party.

	07/01/2014	07/01/2015
Party Chief	\$ 35.49	\$ 36.53
Instrument Person	32.53	33.46
Rod Person	23.83	24.46

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	\$ 22.75	\$ 23.75
OVERTIME PAY See (B, E, Q) on OVERTIM	E PAGE	
HOLIDAY Paid: Overtime:	See (5, 6) on HOLIDAY PAGE See (5, 6) on HOLIDAY PAGE	

Operating Engineer - Tunnel

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

12-158-545 DCE

11/01/2014

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess to the northern boundary line of the City of Poughkeepie then due east to Route 115 to 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.

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; Revinius Widener; Shell Winder; Steam Cleaner and Tractor; Greaseman; Junior Engineer.

07/01/2014
\$ 43.68 42.68
41.68
41.81
39.68 38.46 35.67 32.66

On hazardous waste work bid, on a state or federally designated hazardous waste site, where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus \$5.00 per hour. Fringe benefits will be paid at the contractual hourly wage.

SUPPLEMENTAL BENEFITS

Per hour paid: Journeyman \$24.55

OVERTIME PAY

See (B, B2, E, Q) on OVERTIME PAGE

HOLIDAY Paid:

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:

\$ 24.55

7-158-832TL.

Painter

JOB DESCRIPTION Painter ENTIRE COUNTIES **DISTRICT** 1

Essex, Hamilton, Warren, Washington

WAGES

07/01/2014	05/01/2015 Additional	05/01/2016 Additional
\$ 27.49	\$ 1.40**	\$ 1.40**
27.49	1.40**	1.40**
27.49	1.40**	1.40**
28.49	1.40**	1.40**
28.49	1.40**	1.40**
29.49	1.40**	1.40**
	07/01/2014 \$ 27.49 27.49 27.49 28.49 28.49 28.49 29.49	07/01/201405/01/2015 Additional\$ 27.49\$ 1.40**27.491.40**27.491.40**28.491.40**28.491.40**29.491.40**

(*)Employees working on objects with the use of swing stage, boatswain chair, pick and cables only will be paid at Structural Steel rate. (**) To be allocated at a later date.

Bridge Painter

See Bridge Painter rates for the following work: All Bridges and Tanks

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

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 the holiday falls on	Sunday, it shall be observed on Monday.

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%

\$ 11.22

Supplemental Benefits per hour worked

All terms \$11.22

1-466-Z2

11/01/2014

Painter - Bridge & Structural Steel

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

Albany, Bronx, Clinton, Columbia, Dutchess, Essex, Franklin, Fulton, Greene, Hamilton, Kings, Montgomery, Nassau, New York, Orange, Putnam, Queens, Rensselaer, Richmond, Rockland, Saratoga, Schenectady, Schoharie, Suffolk, Sullivan, Ulster, Warren, Washington, Westchester

WAGES

Per Hour Worked:		
STEEL:		
Bridge Painting:	07/01/2014	10/01/2014
From May 1st to Nov. 15th -		
	\$ 47.00	\$ 48.75
	+ 5.38*	+ 5.63*
From Nov. 16th to April 30th -		
·	\$ 47.00	\$ 48.75
	+ 5.38*	+ 5.63*

*Not subject to overtime and limited to first 40 hours

NOTE: All premium wages are to be calculated on \$47.00 or \$48.75 per hour only.

EXCEPTION: During the period of May 1st to November 15th, 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.

Power Tool/Spray is an additional \$6.00 per hour above hourly rate, whether straight time or overtime

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:		
Journeyworker:	07/01/2014	10/01/2014
From May 1st to Nov. 15th -		
Hourly Rate up to 40 hours	\$ 28.20	\$ 28.95
Hourly Rate after 40 hours	7.50	7.50
From Nov. 16th to April 30th -		
Hourly Rate up to 50 hours	28.20	28.95
Hourly Rate after 50 hours	7.50	7.50

EXCEPTION: During the period of May 1st to November 15th, 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.

OVERTIME PAY

See (A, F, R) on OVERTIME PAGE

|--|

Paid:	See (1) on HOLIDAY PAGE
Overtime:	See (4, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(Wage per hour Worked):

Apprentices: (1) year terms			
	07/01/2014	10/01/2014	
1st 90 days	\$ 20.96	\$ 21.76	
1st year after 90 days	20.96	21.76	
2nd year	31.43	32.63	
3rd year	41.91	43.51	
Supplemental Benefits per hour worked:			
	07/01/2014	10/01/2014	
1st 90 days	\$ 8.29	\$ 8.59	
1st year after 90 days	8.54	8.84	
2nd year	16.93	17.38	
3rd year	22.57	26.17	
			8-DC-9/806/155-BrSS

Painter - Line Striping

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

11/01/2014

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):	07/01/2014
Striping-Machine Operator*	\$ 27.11
Linerman Thermoplastic	\$ 32.37

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

Four (4), ten (10) hour days may be worked at straight time during a week.

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 paid:	07/01/2014	
Journeyworker.		
Striping-Machine operator	\$ 14.18	
Linerman Thermoplastic	\$ 14.55	
OVERTIME PAY See (B, E, E2, F, S) on O\	/ERTIME PAGE	
HOLIDAY Paid: Overtime:	See (5, 20) on HOLIDAY PAGE See (5, 8, 11, 12, 15, 16, 17, 20, 21, 22) on HOLIDAY PAGE	
		8-1456-LS
Painter - Metal Polishe		11/01/2014

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

07/01/2014
\$ 27.15
28.24
30.65

Note: Applies on New Construction & complete renovation * Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour:	07/01/2014

Journeyworker:	
All classification	\$ 13.61

OVERTIME PAY See (B, E, E2, P, T) on OVERTIME PAGE

HOLIDAY

See (5, 6, 11, 15, 16, 25, 26) on HOLIDAY PAGE Paid: Overtime: See (5, 6, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

07/04/0044

REGISTERED APPRENTICES

Wages per hour:

One (1) year term at the following wage rates:

	1st \$11.00	2nd \$12.50	3rd \$15.50
Supplentals be Per hour paid:	nefits:		
-	1st	2nd	3rd
	\$ 9.94	\$10.31	\$10.51

8-8A/28A-MP

11/01/2014

Ρ	lum	ber

JOB DESCRIPTION Plumber

ENTIRE COUNTIES

Essex, Franklin

PARTIAL COUNTIES Hamilton: The Townships of Long Lake and Indian Lake

WAGES

Per hour

07/01/2014

05/01/2015 Additional

05/01/2016 Additional

DISTRICT 1

Plumber &			
Steamfitter	\$ 34.68	\$2.00**	\$2.00**

**To	be	а	ocat	ted	at	а	a	ter	da	te

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 16.75
-	+ 9.10*

* 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: Overtime:

See (1) on HOLIDAY PAGE 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% 60% 2nd yr 3rd yr 70% 80% 4th yr 5th yr 90%

Supplemental Benefits per hour worked

1st yr	\$ 14.98 + 4.55*
2nd yr	15.33 + 5.46*
3rd yr	15.69 + 6.37*
4th yr	16.04 + 7.28*
5th yr	16.40 + 8.19*

* This portion of the benefit is subject to the SAME PREMIUM as shown for overtime.

1-773-SF

11/01/2014

JOB DESCRIPTION Roofer

ENTIRE COUNTIES

Roofer

WACES

Albany, Clinton, Columbia, Essex, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Warren, Washington

WAGLS	
Per hour	07/01/2014
Deefer/Maternreefer	¢ 27.05
Rooler/waterprooler	\$ 27.95
Pitch & Asbestos	29.95

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman	\$ 15 <u>.</u> 27
------------	-------------------

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:	
Overtime:	

See (1) on HOLIDAY PAGE See (5, 6) on HOLIDAY PAGE

DISTRICT 1

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 ha l f	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

\$ 13.50
13.69
13.92
14.12
14.40
14.60

Sheetmetal Worker

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 1

1-241

11/01/2014

ENTIRE COUNTIES

Albany, Clinton, Columbia, Essex, Franklin, Fulton, Greene, Hamilton, Montgomery, Rensselaer, Saratoga, Schenectady, Schoharie, Warren, Washington

WAGES

Per hour	07/01/2014	06/01/2015 Additional
Sheetmetal Worker	\$ 31.81	\$ 2.15*
(*) To be allocated at a later date. SUPPLEMENTAL BENEFITS Per hour worked		
Journeyman	\$ 26.12	

OVERTIME PAY

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

* Time and one half 1st 8 hours on Saturday. Double the hourly rate all additional Saturday hours.

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	\$ 16.79
2nd term	18.20
3rd term	18.90
4th term	19.61
5th term	19.54
6th term	20.51
7th term	21.12
8th term	23.74

DISTRICT 1

11/01/2014

25.35 26.97
ur worked
\$ 16.43
17.02
17.26
17.51
21.60
21.96
22.56
23.15
23.75
24.34
l

Sprinkler Fitter

JOB DESCRIPTION Sprinkler Fitter

ENTIRE COUNTIES

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

WAGES

Per hour Sprinkler Fitter	07/01/2014 \$ 31.04	01/01/2015 \$31.04	04/01/2015 \$31.66
SUPPLEMENTAL Per hour worked	BENEFITS		
Journeyman	\$ 20.87	\$22.02	\$22.02

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 \$ 15.52	2nd \$ 15.52	3rd \$ 17.07	4th \$ 18.62	5th \$ 20.18	6th \$ 21.93	7th \$ 23,28	8th \$ 24,83	9th \$ 26.38	10th \$ 27.94
Supplementa	Benefits per l	hour worked		·	·	·	·	·	·
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.15	\$ 8.15	\$ 14.97	\$ 14.97	\$20.87	\$20.87	\$20.87	\$20.87	\$20.87	\$20.87
For Apprentic	es HIRED ON	OR AFTER 0	4/01/2010:						
One Half Yea	r terms at the	following wage	Э						
1st \$ 13.97	2nd \$ 15.52	3rd \$ 17.07	4th \$ 18.62	5th \$ 20.18	6th \$ 21.73	7th \$ 23.28	8th \$ 24.83	9th \$ 26.38	10th \$ 27.94
Supplementa	Benefits per	hour worked							
1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th

Prevailing Wa	ge Rates for 07. d on Nov 01 201	/01/2014 - 06/3 14	0/2015			Publish	ed by the New PRC Num	York State Dep ber 201401042	artment of Labor 2 Essex County
\$ 8.56	\$ 8.60	\$ 15.22	\$ 15.26	\$ 15.81	\$ 15.85	\$ 15.90	\$ 15.94	\$ 15.99	\$ 16.03
For Apprentic	ces HIRED ON	OR AFTER 0	4/01/2013:						
One Half Yea	ar terms at the	following wag	e						
1st \$ 13.97	2nd \$ 15.52	3rd \$ 17.07	4th \$ 18.62	5th \$ 20.18	6th \$ 21.73	7th \$ 23.28	8th \$ 24.83	9th \$ 26.38	10th \$ 27.94
Supplementa	I Benefits per	hour worked							
1st \$ 7.90	2nd \$ 7.90	3rd \$ 14.97	4th \$ 14.97	5th \$ 15.22	6th \$ 15.22	7th \$ 15.22	8th \$ 15.22	9th \$ 15.22	10th \$ 15.22
									1-669
Teamster -	Building								11/01/2014

DISTRICT 7

DISTRICT 7

JOB DESCRIPTION Teamster - Building

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

wages per nour	07/01/2014
Building:	01/01/2011
Group #1	\$ 20.59
Group #2	20.59
Group #3	20.69
Group #4	20.85

SUPPLEMENTAL BENEFITS

Per hour worked:

\$ 21.66

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

All groups

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

7**-**687B

11/01/2014

Teamster - Heavy&Highway

JOB DESCRIPTION Teamster - Heavy&Highway

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:

07/01/2014

Heavy/Highway:	
Group #1	\$ 23.22
Group #2	23.44
Additional \$1.50 pe	r hr for hazardous waste removal work o

Additional \$1.50 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:

All classes

\$ 23.37

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAYPaid:See (5, 6) on HOLIDAY PAGEOvertime:See (5, 6) on HOLIDAY PAGE

7**-**687

11/01/2014

DISTRICT 1

Welder

JOB DESCRIPTION Welder

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

07/01/2014

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.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays, 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.

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 12240REQUEST FOR WAGE AND SUPPLEMENT INFORMATION As Required by Articles 8 and 9 of the NYS Labor LawFax (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 I	Firm Public Work District Office Date:						
A. Public Work Contract to be let by: (Enter Data Pertaining to C	Contracting/Public Agency)						
 Name and complete address □ (Check if new or change) Telephone: () Fax: () E-Mail: 	2. NY State Units (see Item 5) 07 City 01 DOT 08 Local School District 02 OGS 09 Special Local District, i.e., 03 Dormitory Authority 10 Village 04 State University 10 Village Construction Fund 11 Town 05 Mental Hygiene 12 County Facilities Corp. 13 Other Non-N.Y. State 06 OTHER N.Y. STATE UNIT (Describe)						
 3. SEND REPLY TO □ check if new or change) Name and complete address: Telephone:() Fax: () 	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 OFFICE USE ONLY THIS PROJECT :						
B. PROJECT PARTICULARS							
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 9. Has this project been reviewed for compliance with the Wick	 8. OCCUPATION FOR PROJECT : Construction (Building, Heavy Highway/Sewer/Water) Tunnel Residential Landscape Maintenance Elevator maintenance Exterminators, Fumigators Fire Safety Director, NYC Only 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

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	*****4486	ABBEY 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	****8488	ABELCRAFT OF NEW YORK CORP		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	*****1219	ABSOLUTE GENERAL CONTRACTING INC		1229 AVENUE U BROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DOL	****4539	ACCOMPLISHED WALL SYSTEMS INC		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL	*****8018	ACCURATE MECHANICAL LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		ACCURATE MECHANICAL OF PHILADELPHIA LLC		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
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	NYC		ADRIANA SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		AFFORDABLE PAINTING PLUS		367 GREEVES ROAD NEW HAMPTON NY 10958	10/01/2010	10/01/2015
DOL	DOL	****2538	AGG MASONRY INC		160 72ND ST - SUITE 721 BROOKLYN NY 11209	03/19/2013	03/19/2018
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		ALISHER KARIMOV		C/O AGG MASONRY INC 7105 3RD AVENUEBROOKLYN NY 11209	03/19/2013	03/19/2018
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	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	NYC		ANDRZEJ WROBEL		24 CONGRESS LANE	05/01/2013	05/01/2018
DOL	DOL	*****7004	ANNEX CONTRACTING LTD		3005 WYNSUM AVENUE	08/18/2014	08/18/2019
DOL	DOL	*****7004	ANNEX GENERAL		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
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 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	*****3219	APOLLO CONSTRUCTION SERVICES CORP	APOLLO PAINTING CO	157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		APOLLO PAINTING CO		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****3295	APOLLO PAINTING CORP		3 ALAN B SHEPART PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	AG	*****0194	APPLIED CONSTRUCTION INC		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
DOL	NYC	****8403	AQUA JET PAINTING CORP		10 VIKING DRIVE WEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	DOL	*****9336	ARTIERI SPECIALTIES LLC	SWITZER SALES	107 STEVENS STREET LOCKPORT NY 14094	11/04/2009	11/04/2014
DOL	DOL	****3953	ASCAPE LANDSCAPE & CONSTRUCTION CORP		634 ROUTE 303 BLAUVELT NY 10913	07/26/2012	11/19/2018
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	****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	03/15/2010	03/15/2015
					P O BOX 357CARLE PLACE NY 11514		
DOL	DOL	*****6999	BEST ROOFING OF NEW JERSEY LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		BEVERLY F WILLIAMS		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL		BIAGIO CANTISANI		200 FERRIS AVENUE WHITE PLAINS NY 10603	12/04/2009	05/04/2017
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	****6156	C & J LANDSCAPING & MAINTENANCE INC		520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
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 KISKO 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	NYC	*****9172	CASSIDY EXCAVATING INC		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
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	*****8530	CAZ CONTRACTING CORP		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
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	NYC		CHARLES CASSIDY JR		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
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
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	****3360	CITY LIMITS GROUP INC		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	NYC	*****1768	COFIRE PAVING CORPORATION		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
DOL	NYC	*****2905	COLONIAL ROOFING COMPANY INC		247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	NYC	*****3182	COLORTECH INC		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	****8342	CONKLIN PORTFOLIO LLC		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL	****2703	CONKLIN'S TECH- MECHANICAL INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL	****4175	CONSOLIDATED INDUSTRIAL SERVICES INC		2051 ROUTE 44/55 MODENA NY 12548	12/11/2012	01/28/2018
DOL	DOL		CONSTANTINOS ZERVAS		37-11 35TH AVENUE LONG ISLAND CITY NY 11101	08/26/2013	08/26/2018
DOL	DOL	****5740	CORTLAND GLASS COMPANY INC		336 TOMPKINS STREET CORTLAND NY 13045	10/21/2010	07/15/2016
DOL	NYC	****4468	CRAFT CONTRACTING GROUP INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	NYC	****8507	CRAFT FENCE INC		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL	*****0810	D & G PAINTING & DECORATING INC		53 LITTLE COLLABAR ROAD MONTGOMERY NY 12549	04/19/2012	04/19/2017
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	NYC		DAWN AVILA AKA DAWN BECHTOLD		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	NYC		DAWN BECHTOLD AKA DAWN AVILA		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		DEAN ROBBINS III		212 OXFORD WAY SCHENECTADY NY 12309	12/11/2012	09/16/2018
DOL	NYC	*****3865	DECOMA BUILDING CORPORATION		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL	****1446	DELTA CONTRACTING PAINTING AND DECORATING INC		437 SUNRISE HIGHWAY WEST BABYLON NY 11707	08/12/2013	08/12/2018
DOL	DOL	*****3538	DELTA CONTRACTING PAINTING AND DESIGN INC		75 MCCULLOCH DRIVE DIX HILLS NY 11746	10/19/2010	08/12/2018
DOL	DOL		DEMETRIOS KOUTSOURAS		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	DOL	****9868	DESANTIS ENTERPRISES		161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC	*****8234	DEWATERS PLUMBING AND HEATING LLC		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL	*****9252	DI BERNARDO TILE AND MARBLE CO INC		15 WALKER WAY ALBANY NY 12205	03/21/2014	03/21/2019
DOL	DOL		DIANE DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		DORIS SKODA		C/O APCO CONTRACTING CORP 24 SOUTH MARYLAND AVENUEPORT WASHINGTON NY 11050	09/24/2012	09/24/2017

DOL	DOL		DRAGOLJUB RADOJEVIC		61 WILLET ST - SUITE 14 PASSAIC NJ 07055	12/03/2009	07/09/2015
DOL	DOL	*****6982	DUFOUR GROUP INC	DUFOUR MASONRY	353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY		353 WEST 56TH ST #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL		DUFOUR MASONRY & RESTORATION INC		353 WEST 56TH STREET #7M NEW YORK NY 10019	06/10/2014	06/10/2019
DOL	DOL	*****5840	DYNA CONTRACTING INC		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
DOL	NYC	****6176	E N E L ELECTRICAL CORP		1107 MCDONALD AVENUE BROOKLYN NY 11230	07/30/2010	07/30/2015
DOL	DOL		EARL GALBREATH		640 ASHFORD AVENUE ARDSLEY NY 10502	08/27/2013	08/27/2018
DOL	DOL	****1496	EAST COAST DRYWALL INC		1238 PRESIDENT STREET BROOKLYN NY 11225	11/18/2013	11/18/2018
DOL	DOL	*****8011	ECOA 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
DOL	NYC		EDWARD MENKEN		C/O AQUA JET PAINTING 10 VIKING DRIVEWEST ISLIP NY 11795	04/16/2014	04/16/2019
DOL	NYC	*****0900	EF PRO CONTRACTING INC		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		EFSTRATIOS BERNARDIS		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC	****6260	EL TREBOL SPECIAL CLEANING INC		95-26 76TH STREET OZONE PARK NY 11416	10/12/2011	10/12/2016
DOL	DOL		ELIZABETH RAMADANI		C/O RAMADA CONSTRUCTION 80 SAVO LOOPSTATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		ELLEN DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	DOL	****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	AG		EMILIO FRANZA		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		EMPIRE CONCRETE SERVICES LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****0511	EMPIRE CONCRETE SYSTEMS LLC		101 SULLYS TRAIL/ SUITE 2 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL	*****2353	EMPIRE CONSTRUCTORS LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		EMPIRE PRECAST LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
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		ESTEVES & FRAGA CONSTRUCTION CO INC		986 MADISON AVENUE PATERSON NJ 07501	01/03/2013	01/03/2018
DOL	DOL		ESTEVES & 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	NYC		EVERTON CARLESS		134 EVERGREEN PL/STE 101 EAST ORANGE NJ 07018	12/30/2013	12/30/2018
DOL	DOL		F KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FANTASTIC PAINTING		493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL	****5867	FJM-FERRO INC		6820 14TH AVENUE BROOKLYN NY 11219	10/27/2011	10/27/2016
DOL	DOL	*****1311	FLOZ-ON PAINTING & DECORATING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	****8961	FLOZ-ON PAINTING INC		12 DUNDERBERG ROAD TOMKINS NY 10986	10/16/2013	10/16/2018
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		FRAN MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	DOL		FRANCES KALAFATIS-MICELI		2279 HOLLERS AVENUE BRONX NY 10475	01/07/2014	06/23/2019
DOL	NYC		FRANK ACOCELLA		68 GAYLORD ROAD SCARSDALE NY 10583	02/10/2011	02/10/2016
DOL	DOL		FRANK J MERCANDO		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	DOL		FRANK MICELI JR	C/O FRANK MICELI JR CONTRACTIN G INC	19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
DOL	DOL	*****1321	FRANK MICELI JR CONTRACTING INC		19 CLIFF STREET NEW ROCHELLE NY 10801	10/16/2013	10/16/2018
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	*****2724	FRESH START PAINTING CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****9202	G & M PAINTING ENTERPRISES INC		13915 VILLAGE LANE RIVERVIEW MI 48192	02/05/2010	02/05/2015
DOL	DOL		G FUCCI CONSTRUCTION SERVICES		3 ALAN B SHEPARD PLACE YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	*****6767	G FUCCI PAINTING INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	*****4546	GAF PAINTING LLC		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARDEN STATE PAINTING		157 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GARY MCDOWELL	GM CONSTRUCTI ON & LAWN CARE SERVICE	76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
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	DOL		GEORGE DI BERNARDO		C/O DI BERNARDO TILE 15 WALKER WAYALBANY NY 12205	03/21/2014	03/21/2019
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	DOL	*****1075	GLOBAL TANK CONSTRUCTION LLC		P O BOX 1238 SALINA OK 74365	11/28/2012	11/28/2017
DOL	DOL	*****0878	GM CONSTRUCTION & LAWN CARE SERVICE		76 PLEASANT STREET WELLSVILLE NY 14895	06/11/2013	06/11/2018
DOL	DOL	*****0090	GOLDS FLOORING INSTALLATIONS INC		25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
DOL	DOL	*****4013	GR GRATES CONSTRUCTION CORPORATION		63 IRONWOOD ROAD UTICA NY 13520	06/14/2010	06/14/2015
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		GREGORY A FUCCI		C/O PAF PAINTING SERVICES 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GREGORY FUCCI JR		C/O APOLLO CONSTRUCTION 157 TIBBETTS ROADYONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL		GRETCHEN SULLIVAN		P O BOX 130 CRETE II 60417	11/10/2011	11/10/2016

DOL	DOL	****7735	GRYF CONSTRUCTION INC	394 SPOTSWOOD-ENGLISH	08/08/2011	08/08/2016
				MONROE NJ 08831		
DOL	DOL	****9456	GUILLO CONTRACTING CORP	P O BOX 229 CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	DOL		GUS PAPASTEFANOU	C/O D & G PAINTING & DECO 53 LITTLE COLLABAR ROADMONTGOMERY NY 12549	04/19/2012	04/19/2017
DOL	NYC	*****0346	H N H CONTRACTORS CORP	4558 BROADWAY # 6 NEW YORK NY 10040	08/04/2014	08/04/2019
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		HALSSAM FOSTOK	5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
DOL	NYC		HAMEEDUL HASAN	240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
DOL	AG	*****9918	HARA ELECTRIC CORP	2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
DOL	DOL	****5405	HARD LINE CONTRACTING INC	89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	AG		HARVINDER SINGH PAUL	90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	DOL		HI-TECH CONTRACTING CORP	114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL	****4331	HIDDEN VALLEY 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	****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	****7598	J M RICH LLC	P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL	*****3478	J N P CONSTRUCTION CORP	50 LOUIS COURT P O BOX 1907SOUTH HACKENSACK NY 07606	03/21/2014	03/21/2019
DOL	DOL		J N RICH LLC	P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
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		JACQUELINE HOWE	C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	DOL	*****8627	JAG I LLC	635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2868	JAG INDUSTRIES INC	 175 BROAD ST - SUITE 320 GLENS FALLS NY 12801	09/16/2013	09/16/2018
DOL	DOL		JAMES BOYCE	C/O EMPIRE CONCRETE SYST 101 SULLYS TRAIL/SUITE 20PITTSFORD NY 14534	11/18/2013	01/07/2019
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		JASON M RICH	P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		JAY PRESUTTI	C/O CONSOLIDATED INDUSTRI 2051 ROUTE 44/55MODENA NY 12548	01/28/2013	01/28/2018
DOL	DOL		JEFF P BRADLEY	 520 PINE HILL ROAD CHESTER NY 10940	06/23/2014	06/23/2019
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	NYC		JEFFREY CASSIDY		14 RAILROAD AVENUE VALHALLA NY 10595	05/15/2014	05/15/2019
DOL	DOL		JERALD HOWE		C/O FLOZ-ON PAINTING INC 12 DUNDERBERG ROADTOMKINS NY 10986	10/16/2013	10/16/2018
DOL	NYC		JERRY DEWATERS		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	DOL		JOHN CATONE		C/O CATONE CONSTRUCTION 294 ALPINE ROADROCHESTER NY 14612	03/09/2012	03/09/2017
DOL	DOL		JOHN DESCUL		437 SUNRISE HIGHWAYA WEST BABYLON NY 11704	08/12/2013	08/12/2018
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
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 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 MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		JOSHUA DEBOWSKY		9547 BUSTLETON AVENUE PHILADELPHIA PA 19115	02/05/2014	02/05/2019
DOL	DOL		JOYA MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****4340	JUBCO SITE DEVELOPMENT LLC		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
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		KAREN HARTMAN		C/O GUILLO CONTRACTING P O BOX 229CALVERTON NY 11933	07/08/2013	07/08/2018
DOL	NYC		KATHLEEN SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL		KEITH SCHEPIS		C/O KJS HAULING AND HOME 95 MAPLE AVENUENEW CITY NY 10956	04/15/2013	04/15/2018
DOL	DOL		KEN DEAVER		731 WARWICK TURNPIKE HEWITT NJ 07421	06/25/2012	12/11/2017
DOL	DOL		KEVIN BABCOCK JR		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL		KEVIN M BABCOCK		P O BOX 46 THOMPSON RIDGE NY 10985	08/22/2014	08/22/2019
DOL	DOL	*****5941	KINGSVIEW ENTERPRISES INC		7 W FIRST STREET P O BOX 2LAKEWOOD NY 14750	01/14/2011	01/14/2016
DOL	DOL	****2463	KJS HAULING AND HOME IMPROVEMENT INC		95 MAPLE AVENUE NEW CITY NY 10956	04/15/2013	04/15/2018
DOL	AG		KOSTAS "GUS" ANDRIKOPOULOS		2461 47TH STREET ASTORIA NY 11103	09/26/2013	09/26/2018
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		LARRY DOMINGUEZ		114 PEARL STREET PORT CHESTER NY 10573	08/15/2012	08/15/2017
DOL	DOL		LAURA A. GAUTHIER		C/O IMPERIAL MASONRY REST 141 ARGONNE DRIVEKENMODE NY 14217	10/03/2012	10/03/2017
DOL	DOL		LAURI MARTONE		112 OSCAWANA HEIGHTS ROAD PUTNAM VALLEY NY 10542	08/27/2013	08/27/2018
DOL	DOL		LAVERN GLAVE		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		LAWRENCE J RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
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	AG		LEONID FRIDMAN		APT 5 200 BRIGHTON, 15TH STBROOKLYN NY 11235	01/23/2013	01/23/2019
DOL	DOL	****8453	LINPHILL ELECTRICAL CONTRACTORS INC		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL		LINVAL BROWN		523 SOUTH 10TH AVENUE MOUNT VERNON NY 10553	01/07/2011	04/15/2018
DOL	DOL	*****5171	LUVIN CONSTRUCTION CORP		P O BOX 357 CARLE PLACE NY 11514	03/15/2010	03/15/2015
DOL	NYC	*****2850	M A 2 FLAGS CONTRACTING CORP		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	NYC	*****3141	MACKEY REED ELECTRIC INC		1ST FLOOR STORE FRONT 88-10 LITTLE NECK PARKWAYFLORAL PARK NY 11001	06/24/2014	06/24/2019
DOL	DOL		MANUEL ESTEVES		55 OLD TURNPIKE ROAD SUITE 612NANUET NY 10954	02/04/2011	02/04/2016
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	****5533	MARQUISE CONSTRUCTION & DEVELOPMENT CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL	*****8810	MARQUISE CONSTRUCTION ASSOCIATES INC		20 BOSWELL ROAD PUTNAM VALLEY NY 10579	09/03/2013	09/03/2018
DOL	DOL	*****1134	MARQUISE CONSTRUCTION CORP		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
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 KISKO NY 10549	12/04/2009	05/04/2017
DOL	DOL	*****4638	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	*****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	02/03/2019
DOL	DOL	*****0327	MERCANDO INDUSTRIES LLC		134 MURRAY AVENUE YONKERS NY 10704	12/11/2009	02/03/2019
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	06/24/2019
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		MICHAEL F LEARY JR		3813 SNOWDEN HILL ROADNEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL F LEARY JR METAL STUD & DRYWALL		3813 SNOWDEN HILL ROAD NEW HARTFORD NY 13413	06/19/2013	06/19/2018
DOL	DOL		MICHAEL KTISTAKIS		363 88TH STREET BROOKLYN NY 11209	11/18/2013	11/18/2018
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		MICHELLE L BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	DOL	*****2635	MIDLAND CONSTRUCTION OF CEDAR LAKE INC		13216 CALUMET AVENUE CEDAR LAKE IL 46303	11/10/2011	11/10/2016
DOL	NYC		MIGUEL ACOSTA		25-18 100TH STREET EAST ELMHURST NY 11369	08/21/2013	08/21/2018
DOL	DOL	*****5517	MILLENNIUM PAINTING INC		67 WARD ROAD SALT POINT NY 12578	01/21/2011	01/21/2016
DOL	AG		MOHAMMAD RIAZ		46 RUGBY ROAD WESTBURY NY 11590	11/20/2013	11/20/2018
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
DOL	DOL		MUZAFFAR HUSSAIN		C/O ABSOLUTE GENERAL CONT 1129 AVENUE UBROOKLYN NY 11229	01/28/2013	01/28/2018
DOL	DA	*****6988	NEW YORK INSULATION INC		58-48 59TH STREET MASPETH NY 11378	05/16/2012	05/16/2017
DOL	DOL		NICHOLAS DEGREGORY JR	NJ DEGREGORY & COMPANY	1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
DOL	NYC		NICHOLAS PROVENZANO		147 BROOME AVENUE ATLANTIC BEACH NY 11509	03/03/2014	03/03/2019
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	*****5279	NJ DEGREGORY & COMPANY		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018
DOL	DOL		NJ DEGREGORY & SONS CONSTRUCTION		1698 ROUTE 9 GLENS FALLS NY 12801	05/23/2013	05/23/2018

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	NYC	*****8337	OPTIMUM CONSTRUCTION INC		23-73 48TH STREET LONG ISLAND CITY NY 11103	04/24/2014	04/24/2019
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARDLONG ISLAND CITY NY 11102	04/16/2014	06/24/2019
DOL	DOL	*****4546	PAF PAINTING CORP		161 TIBBETTS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****5242	PAF PAINTING SERVICES INC	GARDEN STATE PAINTING	157 TIBBETTS ROAD YONKERS NY 10103	03/12/2014	03/12/2019
DOL	DOL		PAF PAINTING SERVICES OF WESTCHESTER INC		C/O SPIEGEL & UTRERA 1 MAIDEN LANE - 5TH FLNEW YORK NY 10038	03/12/2014	03/12/2019
DOL	DOL	****5226	PASCARELLA & SONS		459 EVERDALE AVENUE WEST ISLIP NY 11759	01/10/2010	01/10/2015
DOL	DOL	*****8802	PAT'S HEATING AND AIR CONDITIONING LTD		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
DOL	DOL		PATRICIA M RUGGLES		P O BOX 371 ROUND LAKE NY 12151	05/12/2014	05/12/2019
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	NYC		PETER LUSTIG		30 COLUMBUS CIRCLE EASTCHESTER NY 10709	08/21/2012	08/21/2017
DOL	NYC		PETER TRITARIS		5990 58TH AVENUE MASPETH NY 11378	11/18/2013	11/18/2018
DOL	DOL	*****1136	PHOENIX ELECTRICIANS COMPANY INC		540 BROADWAY P O BOX 22222ALBANY NY 12201	03/09/2010	03/09/2015
DOL	DOL	****7914	PRECISION SITE DEVELOPMENT INC		89 EDISON AVENUE MOUNT VERNON NY 10550	10/28/2011	10/28/2016
DOL	DOL	*****2989	PROFESSIONAL ESTIMATING & BUSINESS CORP		157 TIBBETS ROAD YONKERS NY 10705	03/12/2014	03/12/2019
DOL	DOL	****6895	PROLINE CONCRETE OF WNY INC		3090 SHIRLEY ROAD NORTH COLLINS NY 14111	04/19/2011	12/30/2016
DOL	DOL	*****0015	RAMADA CONSTRUCTION CORP		80 SAVO LOOP STATEN ISLAND NY 10309	01/07/2014	01/07/2019
DOL	DOL		RAMON BONILLA		938 E 232ND STREET #2 BRONX NY 10466	05/25/2010	05/25/2015
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK PLACE MIDDLETOWN NY 10940	09/16/2013	09/15/2019
DOL	NYC		RAYMOND PEARSON		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL		REBECCA THORNE		113 N MAPLE AVENUE GREENSBURG PA 15601	02/21/2013	02/21/2018
DOL	DOL		REGINALD WARREN		C/O RAW POWER ELECTRIC 3 PARK CIRCLEMIDDLETOWN NY 10940	09/15/2014	09/15/2019
DOL	DOL		REVOLUTIONARY FLOORS LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		RHINO CONCRETE LLC		101 SULLYS TRAIL/SUITE 20 PITTSFORD NY 14534	11/18/2013	01/07/2019
DOL	DOL		RICHARD WILSON		C/O DUFOUR GROUP INC 353 WEST 56TH STREET #7MNEW YORK NY 10019	06/10/2014	06/10/2019
DOL	NYC	*****6978	RISINGTECH INC		243-03 137TH AVENUE ROSEDALE NY 11422	03/25/2010	03/25/2015
DOL	DOL		ROBBYE BISSESAR		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL	****1855	ROBERT D BISHOP JR	ROBERT D BISHOP JR	P O BOX 112 MORRISSONVILLE NY 12962	07/15/2014	07/15/2019
DOL	DOL		ROBERT D BISHOP JR		P O BOX 112 MORRISONVILLE NY 12962	07/15/2014	07/15/2019
DOL	NYC		ROBERT FICARELLI		120-30 28TH AVENUE FLUSHING NY 11354	01/14/2011	01/14/2016
NYSDOL Bureau of Public Work Debarment List 10/27/2014 Article 8

DOL	NYC		ROBERT GUIDO		3256 BRUNER AVENUE BRONX NY 10469	07/29/2014	07/29/2019
DOL	DOL		ROBERT L EVANS		128A NORTH STAMFORD ROAD	05/23/2013	05/23/2018
DOL	DOL		ROCCO ESPOSITO		C/O ROCMAR CONTRACTING	09/24/2012	09/24/2017
					CO 620 COMMERCE STREETTHORNWOOD NY 10594		
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		ROMEO WARREN		C/O RAW POWER ELECTR CORP 3 PARK PLACEMIDDLETOWN NY 10940	09/16/2013	09/15/2019
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		ROSS J MUSCOLINO		10 ST CHARLES STREET THORNWOOD NY 10594	09/03/2013	09/03/2018
DOL	DOL		S & M CONTRACTING LLC		30 MIDLAND AVENUE WALLINGTON NJ 07057	11/05/2010	11/05/2015
DOL	DOL		S & S ELECTRIC		235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	*****2585	S B WATERPROOFING INC		SUITE #3R 2167 CONEY ISLAND AVENUEBROOKLYN NY 11223	11/04/2009	11/04/2014
DOL	NYC		SAEED HASAN		4558 BROADWAY #6 NEW YORK NY 10040	08/04/2014	08/04/2019
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	DOL		SEAKCO CONSTRUCTION COMPANY LLC		128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL	****9030	SEAKCO NEW YORK LLC	SEAKCO CONSTRUCTI ON COMPANY	128A NORTH STAMFORD ROAD STAMFORD CT 06903	05/23/2013	05/23/2018
DOL	DOL		SEAN BURBAGE	C/O SEAN BURBAGE CORP	445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
DOL	DOL	****6586	SEAN BURBAGE CORP		445 ROOSA GAP ROAD BLOOMINGBURG NY 12721	04/14/2014	04/14/2019
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	*****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	*****6904	SIGNING STAR LIMITED LIABILITY COMPANY		5 HANSEN PLACE WAYNE NJ 07470	09/18/2013	09/18/2018
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

NYSDOL Bureau of Public Work Debarment List 10/27/2014 Article 8

DOL	NYC	****4934	SPHINX CONTRACTING CORP		240 HOME STREET TEANECK NJ 07666	08/04/2014	08/04/2019
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 BIANCHI		462 LAKEVIEW AVENUE VALHALLA NY 10595	12/16/2013	12/16/2018
DOL	DOL		STEPHEON SHELDON	FANTASTIC PAINTING	493 LANSING ROAD FULTONVILLE NY 12072	11/18/2013	11/18/2018
DOL	DOL		STEVEN CONKLIN		60 COLONIAL ROAD STILLWATER NY 12170	02/15/2011	02/15/2016
DOL	DOL		STEVEN SAGGESE		3005 WYNSUM AVENUE MERRICK NY 11566	08/18/2014	08/18/2019
DOL	DOL		STUART CHAITIN		634 ROUTE 303 BLAUVET NY 10913	07/26/2012	11/19/2018
DOL	DOL	*****3210	SUPER SWEEP	FMS	4 LEGHORN COURT NEW YORK NY 11746	11/28/2012	11/28/2017
DOL	DOL		SUZANNE G GOLD	C/O GOLDS FLOORING INSTALLATION S INC	25 HAMILTON ROAD MONTICELLO NY 12701	10/16/2013	10/16/2018
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		TECH-MECHANICAL FAB DC INC		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
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	09/16/2018
DOL	DOL	*****9243	THE WELCOME MAT PROPERTY MANAGEMENT LLC		P O BOX 268 STILLWATER NY 12170	09/16/2013	03/21/2019
DOL	DOL		THEONI ATHANASIADIS		C/O SEVEN STAR ELECTRICAL 23-24 STEINWAY STREETASTORIA NY 11105	06/27/2011	06/27/2016
DOL	DOL		THOMAS DESANTIS	DESANTIS ENTERPRISES	161 OSWEGO RIVER ROAD PHOENIX NY 13135	09/24/2013	11/18/2018
DOL	NYC		THOMAS SCARINCI		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
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	*****6253	THUNDER BROTHERS CORP		24 CONGRESS LANE SOUTH RIVER NJ 08882	05/01/2013	05/01/2018
DOL	DOL		TIMOTHY F BARBER		635 LUZERNE ROAD QUEENSBURY NY 12804	09/16/2013	09/16/2018
DOL	NYC		TIMOTHY O'SULLIVAN		C/O SNEEM CONSTRUCTION 4322 42ND STREETSUNNYSIDE NY 11104	07/01/2011	07/01/2016
DOL	NYC	*****1523	TM MECHANICAL CORP		130-43 92ND AVENUE RICHMOND HILLS NY 11418	11/27/2013	11/27/2018
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	*****6914	TRI-COUNTY RESTORATIONS & CONSTRUCTION INC		13 SUMMERSET DRIVE WALLKILL NY 12589	08/22/2014	08/22/2019
DOL	DOL		TRI-COUNTY RESTORATIONS INC		392 ROCK CUT ROAD WALDEN NY 12586	08/22/2014	08/22/2019
DOL	DOL	****5213	TRIAD PAINTING CO INC		656 N WELLWOOD AVE/STE C LINDENHURST NY 11757	09/01/2011	09/01/2016

NYSDOL Bureau of Public Work Debarment List 10/27/2014 Article 8

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	AG	*****6490	UNIVERSAL STEEL FABRICATORS INC		90 JUNIUS STREET BROOKLYN NY 11212	01/23/2014	01/23/2019
DOL	NYC	****7174	V&R CONTRACTING		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	DOL	*****1504	VALLEY VIEW LANDSCAPING AND SITE DEVELOPMENT LLC		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL	****0854	VANESSA CONSTRUCTION INC		588 MEACHAM AVE/STE 103 ELMONT NY 11003	08/24/2010	08/24/2015
DOL	NYC		VEAP SELA	C/O COLONIAL ROOFING COMPANY INC	247 48TH STREET BROOKLYN NY 11220	02/05/2014	02/05/2019
DOL	DOL	*****3270	VEZANDIO CONTRACTING CORP		530 BEECH STREET NEW HYDE PARK NY 11040	07/02/2012	07/02/2017
DOL	NYC		VICK CONSTRUCTION		21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VICKRAM MANGRU	VICK CONSTRUCTI ON	21 DAREWOOD LANE VALLEY STREAM NY 11581	12/31/2013	12/31/2018
DOL	NYC		VINCENT PIZZITOLA		P O BOX 957 PORT JEFFERSON STA NY 11776	03/12/2014	03/12/2019
DOL	NYC	*****9936	VISHAL CONSTRUCTION INC		73-12 35TH AVE - APT F63 JACKSON HEIGHTS NY 11272	03/04/2010	03/04/2015
DOL	DOL		WASSIM ISSA		470 AURORA STREET LANDSCASTER NY 14086	10/29/2009	10/29/2014
DOL	DOL		WESLEY J STAROBA		206 TALLY HO COURT SCHENECTADY NY 12303	06/19/2013	06/19/2018
DOL	DOL	*****0078	WESLEY J STAROBA INC	S & S ELECTRIC	235 BROADWAY SCHENECTADY NY 12306	06/19/2013	06/19/2018
DOL	DOL	****7617	WHITE PLAINS CARPENTRY CORP		P O BOX 309 WHITE PLAINS NY 10603	12/04/2009	05/04/2017
DOL	DOL		WILLIAM CONKLIN		5 PARKER AVENUE POUGHKEEPSIE NY 12601	03/25/2014	03/25/2019
DOL	DOL		WILLIAM MAZZELLA		134 MURRAY AVENUE YONKERS NY 10704	02/03/2014	02/03/2019
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	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 7ABROOKLYN NY 11229	09/24/2012	09/24/2017

EXHIBIT C

INSURANCE REQUIREMENTS – PUBLIC WORKS CONTRACTORS

I. The Contractor <u>and each of its subcontractors</u> 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 <u>additional insured</u> on the Contractor's Commercial General Liability, Automobile Liability and Excess/Umbrella Liability insurance policies, and
- (b) a <u>named insured</u> 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.

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. <u>Termination</u>

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 by 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, <u>AND</u>
 (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. <u>Consent</u>

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, by 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 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) <u>Definitions.</u> 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) <u>Permitted Uses and Disclosures by Contractor.</u>

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) <u>County To Inform Contractor of Privacy Practices and Restrictions.</u>

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) <u>Permissible Requests by County.</u>

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) <u>Return or Destruction of Protected Health Information.</u>

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) <u>Termination for Cause.</u>

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) <u>Miscellaneous.</u>

(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. <u>Severability</u>

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. <u>Entire Agreement</u>

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 it 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 it 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 Service's 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.

28. Cooperative Purchasing (Piggybacking)

Pursuant to General Municipal Law §103 and County Law §408-a, any political subdivision or fire company (as both are defined in Section 100 of the GML) or district authorized to make purchases of apparatus, materials, equipment or supplies, or to contract for services related to the installation, maintenance or repair of apparatus, materials, equipment and supplies may make said purchases under this existing contract (Piggybacking) provided, and on condition that this present contract was **LET TO THE LOWEST RESPONSIBLE BIDDER**. Therefore all terms and condition under this contract are extended to other political subdivisions and governmental entities.

Purchases under this contract by any other political sub-division other than Essex County shall be pursuant to the terms and conditions of Resolution No. 207 of 2013 dated July 1, 2013.

CONTRACTOR PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

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 <u>as of the date hereof</u>, 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, <u>as of the date hereof</u>, 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.

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

IN WITNESS WHEREOF this instrument has been executed this ____ day of _____ _____, 20___.

	Releasor
	Ву:
	(Print Name)
	(Title)
STATE OF NEW YORK	
COUNTY OF)	
I,	_, being duly sworn, depose and say that: I reside at
the of the Releasor identified here the Releasor; and I hereby affirm correct.	ein; I am fully authorized to execute this instrument on behalf of that the statements contained in this instrument are true and

Vendor/Releasor Agent Sign Here

of

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

Notary Public

CONTRACTOR FINAL 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 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 <u>\$</u>, 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		
COUNTY OF ESSEX) 33.	
I,	, being duly sworn, depose and say that: I reside at , and I hereby sign this instrument under penalty of periury	_ :lam
the of the Releasor identified the Releasor; and I hereby correct.	affirm that the statements contained in this instrument are true	half of and

Vendor/Releasor Agent Sign Here

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

Notary Public

CONTRACTORS AFFIDAVIT RELATIVE TO FINAL PAYMENT

PROJECT:		
OWNER:	ESSEX COUNTY	
CONTRACTOR:		

WITNESSETH:

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 subcontractors 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

Ву:_____

(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

SUBCONTRACTOR/SUPPLIER PROGRESS PAYMENT WAIVER, RELEASE AND DISCHARGE

PROJECT:				
OWNER:	ESSEX COUNTY			
CONTRACTOR:				
SUBCONTRACTOR/SUPPLIER:				

WITNESSETH:

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 <u>as of the date hereof</u>, 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, <u>as of the date hereof</u>, 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.

Releasor

Ву:_____

(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

SUBCONTRACTOR/SUPPLIER FINAL WAIVER, RELEASE AND DISCHARGE

PROJECT:				
OWNER:	ESSEX COUNTY			
CONTRACTOR:				
SUBCONTRACTOR/SUPPLIER:				

WITNESSETH:

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.

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 _____

	Releasor
	By:
	(Print Name)
	(Title)
STATE OF NEW YORK)	
) SS: COUNTY OF ESSEX)	
I, reside at penalty of perjury; I am the of the this instrument on behalf of the F in this instrument are true and co	, being duly sworn, depose and say that: I , and I hereby sign this instrument under e Releasor identified herein; I am fully authorized to execute Releasor; and I hereby affirm that the statements contained prrect.
	Vendor/Releasor Agent Sign Here
Sworn to before me this day of, 20	
Notary Public	

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

Adopted May 20, 1999.

TABLE OF CONTENTS

<u>PART I</u>

<u>Page</u>

General Provisions

1.	Applicability	5
2.	Governing Law	5
3.	Appendix A / Insurance	5
4.	Ethics Compliance	5
5.	Conflict of Clauses	5
6.	Definition.	5

Bid Submission

7.	Bid Language & Currency	8
8.	Bid Opening	8
9.	Bid Submission	8
10.	Facsimile Submissions	8
11.	Authentication of Facsimile Bids	9
12.	Late Bids.	9
13.	Bid Contents	9
14.	Extraneous Terms	10
15.	Confidential/Trade Secret Materials	10
16.	Prevailing Wage Rates	10
17.	Taxes	12
18.	Expenses Prior to Award	12
19.	Advertising Bid Results	12
20.	Product References	12
21.	Recycled/Recovered Materials	12
22.	Products Manufactured in Public Institutions	13
23.	Pricing	13
24.	Drawings	13
25.	Site Inspection	14
26.	Samples	14
27.	Addenda/Interpretation	15

Bid Evaluation

28.	Bid Evaluation	15
29.	Conditional Bid	15
30.	Clarification/Revisions	16
31.	Prompt Payment Discounts	16
32.	Equivalent or Identical Bids	16
33.	Performance Qualifications	16
34.	Disqualification for Past Performance	16
35.	Quantity Changes Prior to Award	16
36.	Release of Bid Evaluation Materials	16
37.	Time Frame for Offers	16

Terms & Conditions

38.	Contract Creation/Execution	17
39.	Compliance With Laws, Etc.	17

40.	Modification of Terms	17
41.	Scope Changes	17
42.	Estimated Quantity Contracts	17
43.	Best Pricing Offer	18
44.	Purchase Orders	18
45.	Product Delivery	18
46.	Saturday & Holiday Deliveries	19
47.	Shipping/Receipt of Product	19
48.	Title & Risk of Loss	19
49.	Re-Weighing Product	19
50.	Product Substitution	20
51.	Rejected Product	20
52.	Installation	20
53.	Repaired or Replaced Product/Components	20
54.	On-Site Storage	20
55.	Employees/Subcontractors/Agents	20
56.	Assignment/Subcontractors	20
57.	Performance/Bid Bond	21
58.	Stop/Suspension of Work	21
59.	Cancellation	21
60.	Force Majeure	21
61.	Contract Billings	22
62.	Default – Authorized User	22
63.	Interest on Late Payments	22
64.	Remedies for Breach	23
65.	Assignment of Claim	23
66.	Toxic Substances	24
67.	Independent Contractor	24
68.	Security/Confidential	24
69.	Cooperation With Third Parties	24
70.	Contract Terms – Extension	24
71.	Warranties/Guarantees	24

<u>PART II</u> Software/Technology General Provisions

72.	Applicability	26
73.	Definitions – Part II	26

Terms & Conditions

74.	Software License Grant	27
75.	Enterprise License Option for Software	29
76.	Product Acceptance	31
77.	Audit of Licensed Product Usage	31
78.	Ownership/Title to Custom Products or Programming	32
79.	Proof of License	33
80.	Product Version	33
81.	Migration to Centralized Contract	33
82.	Notice of Product Discontinuance	33
83.	Reinstatement of Maintenance	33

84.	No Hard-stop/Passive License Monitoring	33
85.	Additional Warranties/Guarantees	34
86.	Indemnification	34
87.	Source Code Escrow for Licensed Products	34

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 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. EXTRANEOUS 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 disgualified.

(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.

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.

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 nonresponsive 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 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 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.

Unless recycled or recovered materials are available in accordance with the "Recycled & (d) 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, "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 ha\~e 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, backup 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, rlghts 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 Contractors 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, 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.

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 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 MERCHANTIBILITY 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.

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.



LEGEND								
EXISTING SITE FEATURES				PROPOSED SITE FEATURES				
0	FOUND SURVEY MONUMENT (DESCRIPTION AS NOTED)		STRUCTURE	CF CF	CONSTRUCTION FENCE	þ	SIGN	
•	SURVEY MONUMENT TO BE SET (SURVEYOR'S ALUMINUM ID CAP OVER 5/8" DIA. REBAR OR "MAG" NAIL IN PAVED SURFACE)		RAIL ROAD TRACKS	SBD	STRAW BALE DIKE	WP P	WEATHERPROOF RECEPTACLE	
27.02-2-59	TAX MAP PARCEL NUMBER	C	CABLE TV RISER	DRDR	DRAIN LINE	DH1	DEEP HOLE TEST	
L.696 P.131	DEED LIBER AND PAGE	D	TELEPHONE RISER		FOOTING DRAIN	PT1	PERC TEST	
D.I. #	DEED INSTRUMENT #	E	ELECTRIC MANHOLE	w	WATER MAIN	DB	DISTRIBUTION BOX	
C.I.R.	CAPPED IRON ROD	E	ELECTRIC PULL BOX		STORM SEWER	ST	SEPTIC TANK	
a.g.	ABOVE GRADE	c	GUY WIRE		SANITARY SEWER	8	WATER WELL	
b.g.	BELOW GRADE	*	POLE MOUNTED EXTERIOR LIGHT	CLCL	CLEARING LIMITS	Θ	YARD HYDRANT	
n/f	NOW OR FORMERLY	Ø	UTILITY POLE	PD PD	PERIMETER DIVERSION DITCH		STABILIZED CONSTRUCTION	
$\frac{N 90^{\circ}00'00'' E 36.17}{(N 90'00'' E 36.17')}$	BEARING AND DISTANCE PER FIELD MEASUREMEN		UTILITY POLE WITH LIGHT	UGC	UNDERGROUND CABLE	$\boxed{\bigcirc}$	SEDIMENT TRAP	
	MINIMUM BUILDING F.Y.=FRONT YARD SETBACK LINE: S.Y.=SIDE YARD	G	NATURAL GAS MARKER	UGE	UNDERGROUND ELECTRIC		STORM SEWER/DRAIN	
	EASEMENT BOUNDARY	O	NATURAL GAS VALVE	— LPG—— LPG—	LPG		DROP INLET PROTECTION	
	PROPERTY LINE	SA	SANITARY SEWER MANHOLE	NAT	UNDERGROUND NATURAL GAS LINE		SILTATION FENCE	
1298	EXISTING CONTOUR	ÇO	SANITARY CLEAN OUT	UGT	UNDERGROUND TELEPHONE	• •	CHECK DAM	
· · · ·	STREAM/DITCH/EDGE OF WATER		CATCH BASIN	ЕЕ	OVERHEAD ELECTRIC	тстс	TURBIDITY CURTAIN	
,00 ^{,00}	SPOT ELEVATION	SD	STORM SEWER MANHOLE	ТОЕ	TEMPORARY OVERHEAD ELECTRIC	s Ma	SAMPLING HYDRANT	
	EDGE OF GRAVEL	Ŵ	WELL		EDGE OF PAVEMENT		LANE WIDTH TRANSITION	
	EDGE OF PAVEMENT	æ§0	WATER SHUTOFF		CHAIN LINK FENCE	O	WOOD FENCE	
	GUIDE RAIL	B	HYDRANT		FLEXIBLE PAVEMENT	s\$o	SANITARY CURB STOP	
·0	CHAIN LINK FENCE	\otimes	GATE VALVE		RIGID PAVEMENT/SIDEWALK (CONCRETE)		SANITARY DRY HYDRANT	
X	WIRE FENCE	$\rho_{\rm L}$	WATER METER		RIP RAP	U.N.O.	UNLESS NOTED OTHERWISE	
	WOOD FENCE	FF	FINISHED FLOOR	1428	CONTOUR			
	STONE WALL	LA	LANDSCAPED AREA	+100.0	SPOT ELEVATION			
VÅL	WETLAND BOUNDARY AND FLAG NUMBER	*	CONIFEROUS TREE	•	GATE VALVE			
	EDGE OF WOODS/TREELINE	0	DECIDUOUS TREE	•	GATE VALVE VAULT			
	EDGE OF BRUSH	8	ORNAMENTAL BUSH OR SHRUB	, in the second se	FIRE HYDRANT UNIT			
FOC	FIBER OPTIC CABLE	×	MAILBOX	≜ So	WATER CURB STOP			
— т —	OVERHEAD TELEPHONE LINE	d []	SIGN	M	METER PIT			
—— TS ——	TRAFFIC SIGNAL WIRE	←	DRAINAGE FLOW	• C.O.	SEWER CLEAN OUT			
UGT	UNDERGROUND COMMUNICATIONS LINE	\rightarrow	TRAFFIC FLOW		BOLLARD			
E ——	OVERHEAD ELECTRIC LINE	Ċ.	HANDICAPPED	ШСВ	CATCH BASIN			
UGE	UNDERGROUND UTILITY LINE	⊕ ^{DH−1}	DEEP HOLE TEST PIT	*	LIGHT FIXTURE TYPE H			
ОН	OVERHEAD UTILITY LINE	€ PT-1	PERC TEST		POLE MOUNTED LIGHT FIXTURE			
UG	UNDERGROUND UTILITY LINE	• B-1	TEST BORING	50	UTILITY POLE WITH GUY WIRE			
G	NATURAL GAS LINE	@~	FLAG POLE	РВ	PULL BOX			
SA	SANITARY SEWER LINE			JB	JUNCTION BOX	MANHOLE KEY:SA-XSANITARYVV-XSANITARY VALVE VAULTFM-XFORCEMAIN CLEANOUTST-XSTORMOF-XOUTFALL STRUCTUREPS-XPUMP STATIONE-XELECTRICAL		
FM	SANITARY SEWER FORCE MAIN			ТРВ	TEMPORARY PULL BOX			
ST	STORM SEWER LINE			SA-1 SA	MANHOLE STRUCTURE (TAG DENOTES TYPE)			
W	WATER LINE				SANITARY SEWER FORCEMAIN			
		1		1				

lot Date: 11/20/2014 Plot Time: 7:48 AM le Path: P:\42\4270 Essex County - Stormwwater System Lake St-Essex\F Drawings\2 Eng_Arch\6 Con Docs\3 C\4270_C-00

GENERAL NOTES:

 ALL AREAS OF LAWN SHALL BE BACKFILLED AND COMPACTED TO 90% MAXIMUM DRY DENSITY AND PROVIDED WITH 6" OF TOPSOIL, SEED, & MULCH (OR HYDRO-SEED). RESTORE TO PROPERLY DRAIN AREAS. IN AREAS WITH GRADES IN EXCESS OF 1 ON 3 CONTRACTOR SHALL PROVIDE EROSION CONTROL REINFORCEMENT BLANKETS.
 23. IN PROJECT AREAS WHERE THERE ARE NUMEROUS CONFLICTS WITH EXISTING PROPERTY IMPROVEMENTS (I.E. SIDEWALKS, SHEDS, FENCES, ETC.), THE CONTRACTOR SHALL COORDINATE AND TEMPORARILY RELOCATE ITEMS UNTIL THE CONSTRUCTION HAS BEEN COMPLETED AND ACCEPTED BY THE OWNER. ON ACCEPTED BY THE OWNER.

- 2. WHERE THE INSTALLATION OF WORK WILL PROVIDE INSTABILITY TO ABOVE GROUND FEATURES, (I.E. BUILDINGS, WALLS, POWER POLES, SIGNS, ETC.) THE CONTRACTOR SHALL PROVIDE ALL NECESSARY MEASURES TO PROTECT THOSE ITEMS FROM SETTLING OR DAMAGE (I.E. SHEETING/SHORING). ANY DAMAGE WHICH OCCURS TO THESE ITEMS DURING THE WORK SHALL BE REPAIRED/REPLACED TO THE SATISFACTION OF THE OWNER, UTILITY OWNER, & ENGINEER, AS APPLICABLE. (TYP. ALL AREAS).
- 3. LOCATIONS SHOWN OF EXISTING UTILITIES ARE ONLY APPROXIMATE. CONTRACTOR SHALL TAKE ALL NECESSARY MEASURES TO LOCATE EXISTING UNDERGROUND UTILITIES (WHETHER SHOWN ON PLANS OR NOT). IF EXISTING UNDERGROUND UTILITIES ARE DAMAGED AS A RESULT OF CONTRACTOR'S WORK ACTIVITIES, CONTRACTOR SHALL REPAIR/REPLACE DAMAGED PORTIONS AS REQUIRED BY OWNER OF THE UTILITY AT NO ADDITIONAL COST TO THE OWNER OR UTILITY OWNER. ALWAYS CALL DIG SAFELY NEW YORK (72) HOURS PRIOR TO EXCAVATIONS. DIG WITH CARE! ALWAYS HAND DIG WHEN WITHIN 2 FEET ON EITHER SIDE OF ANY MARKED LINES. IF DAMAGE, CONTACT OR DISTURBANCE OF ANY UNDERGROUND UTILITY LINE OCCURS, IMMEDIATELY NOTIFY THE AFFECTED FACILITY OPERATOR, UTILITY OR PIPELINE COMPANY. IF DAMAGE TO AN UNDERGROUND FACILITY CREATES AN EMERGENCY, TAKE IMMEDIATE STEPS TO SAFEGUARD HEALTH AND PROPERTY. CONTACT 911.
- 4. CONTRACTOR SHALL PROVIDE NECESSARY TOOLS, EQUIPMENT AND LABOR TO MAINTAIN EXISTING UTILITY POLES IN UPRIGHT (PLUMB) MANNER DURING INSTALLATION OF WORK ADJACENT TO UTILITY POLES. CONTRACTOR TO COORDINATE UTILITY POLE STABILIZATION WITH UTILITY COMPANY. ALL EXPENSES ASSOCIATED WITH UTILITY COMPANY SHALL BE PAID BY THE CONTRACTOR.
- CONTRACTOR SHALL NOT REPAIR, REFUEL, OR LEAVE EQUIPMENT OVERNIGHT CLOSER THAN (100) FEET FROM ANY WATER BODY OR WETLAND AREA. NO STORAGE OF CHEMICALS OR FUELS SHALL BE STORED WITHIN THIS SAME RESTRICTED AREA.
- 6. THE CONTRACTOR IS ENCOURAGED TO REVIEW ANY OF THE EXISTING PLANS THAT ARE ON FILE AT THE OWNER'S OFFICES PRIOR TO INITIATING EXCAVATION ACTIVITIES. SCHEDULE VISITS BY CONTACTING THE OWNER A MINIMUM OF (24) HOURS IN ADVANCE OF VISIT.
- 7. ALL SPOILS RESULTING FROM THIS PROJECT SHALL BE DISPOSED OF AT A PERMITTED SITE (I.E. APA AND NYS DEC). CONTRACTOR SHALL PROVIDE COPIES OF DISPOSAL PERMITS TO ENGINEER PRIOR TO EXCAVATION ACTIVITIES BEGINNING.
- 8. IF DURING CONSTRUCTION ACTIVITIES, PROPERTY CORNER PINS ARE DISPLACED OR REMOVED, CONTRACTOR SHALL REPLACE PINS BY EMPLOYING A NYS LICENSED LAND SURVEYOR ACCEPTABLE TO PROPERTY OWNER AND THE OWNER.
- 9. REPLACE EXISTING SHRUBS, TREES, BUSHES, ETC. WHICH ARE DAMAGED DURING CONSTRUCTION ACTIVITIES (OUTSIDE CLEARING LIMITS). REPLACED ITEMS SHALL MATCH EXISTING. AT THE OPTION OF THE CONTRACTOR HE/SHE MAY REMOVE AND TEMPORARILY STORE AND REINSTALL EXISTING PLANTINGS AT ORIGINAL LOCATION. PROVIDE TWO YEAR WARRANTY FOR EITHER METHOD (TYP.).
- 10. WHERE PAVED PRIVATE DRIVES ARE DAMAGED AS A RESULT OF PROJECT, CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT FULL DEPTH. PROVIDE STRAIGHT EVEN CUT PARALLEL TO OR PERPENDICULAR TO TRAVEL LANE OR DRIVE (FULL WIDTH OF DRIVE). APPLY TACK COAT TO EXISTING PAVEMENT EDGES PRIOR TO PLACING NEW PAVEMENT. PROVIDE PAVEMENT TO MATCH EXISTING FINISH GRADES.
- 11. PROVIDE REPLACEMENT CONCRETE SIDEWALKS, CONCRETE CURBING, CONCRETE GUTTERS, AND PAVED ROADSIDE GUTTERS TO REPLACE EXISTING ITEMS DAMAGED DURING INSTALLATION OF UTILITIES AND APPURTENANCES. RESTORATION ITEMS SHALL BE AS SPECIFIED OR MATCH EXISTING CROSS-SECTIONS (WHICHEVER IS GREATER). FOR CONCRETE SIDEWALKS AND GUTTERS THAT CROSS DRIVEWAYS PROVIDE 6" THICKNESS. (TYP. ALL AREAS).
- 12. EXISTING DRIVEWAY CULVERTS THAT ARE REMOVED DURING RECONSTRUCTION OF UTILITY MAINS SHALL BE REPLACED WITH HDPE CULVERT PIPE OF SAME INVERTS, SIZE, AND LENGTH AS PRE-EXISTING CONDITIONS (EXCEPT MINIMUM SIZE TO BE 12"). REPLACEMENT CULVERTS SHALL INCLUDE METAL END SECTIONS, FABRIC AND STONE FILL AS PER DETAILS.
- 13. THE LOCATION OF RIGHT OF WAY BOUNDARIES FOR HIGHWAYS, STREETS, ROADS, AND PURPOSE OF INSTALLATION OF WORK (E.G. RECONNECTING SERVICE CONNECTIONS). UTILITIES (R.O.W. BOUNDARIES) ARE NOT ALWAYS KNOWN AND OFTEN MUST BE ESTIMATED. DETERMINATION OF THE EXACT LOCATION OF R.O.W. BOUNDARIES ARE BEYOND THE SCOPE 34. CONTRACTOR SHALL BE RESPONSIBLE TO PROVIDE ALL FITTINGS, PARTS, PIPE, COUPLERS. OF THE OWNER/ENGINEER AGREEMENT FOR SERVICES FOR THIS PROJECT. R.O.W. AND ACCESSORIES, ETC. TO COMPLETE INSTALLATION OF WORK, WHETHER OR NOT THESE BOUNDARIES SHOWN HEREON ARE BASED ON INFORMATION PROVIDED BY OTHERS SUCH AS FITTINGS, PARTS, PIPE, COUPLERS, AND ACCESSORIES, ETC. ARE SHOWN OR DESCRIBED TAX MAPS, NEW YORK STATE DEPARTMENT OF TRANSPORTATION APPROPRIATION MAPS SPECIFICALLY ON THE DRAWINGS, DETAILS, OR SPECIFICATIONS. AND RECORD PLANS, AND INFORMATION PROVIDED BY THE OWNER. THE LOCATION OF THE R.O.W. BOUNDARIES SHOWN HEREON ARE SUBJECT TO THE RESULTS OF AN IN-DEPTH 35. COORDINATE ANY TEMPORARY (LESS THAN (8) HOURS) SHUTDOWN OF THE EXISTING BOUNDARY LINE SURVEY PERFORMED BY A NEW YORK STATE LICENSED LAND SURVEYOR. UTILITIES WITH EACH PROPERTY OWNER, PROVIDE A MINIMUM OF (2) BUSINESS DAYS AES NORTHEAST CANNOT AND DOES NOT GUARANTEE THE ACCURACY OF THE R.O.W. WRITTEN NOTICE PRIOR TO DISRUPTION OF SERVICE. CONTRACTOR SHALL COORDINATE ALL BOUNDARIES SHOWN HEREON. SHUTDOWNS WITH THE OWNER, ENGINEER AND PROPERTY OWNER.
- 14. LOCATION SHOWN OF EXISTING MAINS ARE ONLY APPROXIMATE. CONTRACTOR SHALL LOCATE EXISTING INFRASTRUCTURE PRIOR TO INSTALLATION OF UTILITY MAINS THROUGH TECHNIQUES ACCEPTABLE TO OWNER AND/OR ENGINEER.
- 15. IF ELEVATION CONFLICTS OCCUR BETWEEN LOCATION OF PROPOSED UTILITIES AND EXISTING SEWER MAINS, WATER MAINS, STORM SEWERS, TELEPHONE CONDUITS, POWER CONDUITS, ETC., OBTAIN DIRECTION FROM ENGINEER. MAINTAIN A MINIMUM OF 18" SEPARATION BETWEEN UTILITIES AND AS PER ENGINEER.
- 16. PRIOR TO ANY EXCAVATION WORK BEING CONDUCTED, CONTRACTOR SHALL PROVIDE TEMPORARY STORMWATER CONTROL MEASURES IN ACCORDANCE WITH NYS DEC BEST MANAGEMENT PRACTICES AND AS SHOWN ON PLANS AND AS PER DETAILS. CONTRACTOR SHALL ADHERE TO THE MORE STRINGENT OF THE REQUIREMENTS AND SHALL BE TOTALLY RESPONSIBLE FOR COMPLIANCE WITH ALL APPLICABLE LAWS AND REGULATIONS.
- 17. REFER TO PROFILES FOR DEPTH OF BURY OF UTILITY MAINS.
- 18. ALL TRAFFIC CONTROL PERMANENT SIGNS ARE TO BE RESET ACCORDING TO MUTCD BY THE END OF THE SAME DAY THAT THEY ARE DISTURBED.
- 19. PROJECT BENCHMARK LOCATION AND ELEVATION WILL BE PROVIDED TO CONTRACTOR BY ENGINEER BEFORE CONSTRUCTION BEGINS.
- 20. ALL AREAS OF SOIL DISTURBANCE RESULTING FROM THIS PROJECT SHALL BE SEEDED WITH A PERENNIAL RYE (ANNUAL RYE CAN BE USED FOR TEMPORARY STABILIZATION ACTIVITIES) AND MULCHED WITH STRAW WITHIN (7) DAYS OF ROUGH GRADING. IF CONSTRUCTION ACTIVITIES ARE DISCONTINUED IN AREAS OF SOIL DISTURBANCE BEFORE FINAL GRADING IS COMPLETE, TEMPORARY GRADING SHALL BE SEEDED AND MULCHED WITHIN (7) DAYS, UNLESS CONTRACTOR PLANS TO COMPLETE FINAL RESTORATION WORK IN THAT AREA WITHIN (14) DAYS FROM WHEN ACTIVITIES TEMPORARILY CEASED. MULCH SHALL BE MAINTAINED UNTIL A MINIMUM OF 80% VEGETATIVE COVER HAS BEEN ESTABLISHED.
 4. HIGHWAYS LATEST EDITION AND THE NEW YORK STATE SUPPLEMENT(S).
 5. NOTIFY ESSEX COUNTY DPW, ONE (1) WEEK PRIOR TO WORKING IN THE RIGHT-OF-WAY.
 6. ALL TRAFFIC CONTROL DEVICES MUST CONFORM TO THE NATIONAL MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES (NMUTCD) FOR STREETS AND HIGHWAYS LATEST EDITION AND THE NEW YORK STATE SUPPLEMENT(S).
 7. CONTRACTOR SHALL OBTAIN ESSEX COUNTY DPW WORK PERMIT. CONTRACTOR SHALL BE
- 21. DESIGN OF EARTH RESTRAINING SYSTEMS (SHEETING, SHORING, TRENCH BOXES, ETC.) PROPOSED FOR USE DURING THE EXCAVATION OF PITS OR TRENCHES SHALL BE ENGINEERED, STAMPED AND SIGNED BY CONTRACTOR'S EMPLOYED NYS LICENSED PROFESSIONAL ENGINEER. DESIGNS SHALL INCLUDE CALCULATIONS WHICH TAKE INTO ACCOUNT FACTORS INCLUDING, BUT NOT NECESSARILY LIMITED TO: DEPTH OF EXCAVATION, SOILS CHARACTERISTICS (TYPE, COMPOSITION, COMPACTION, MOISTURE CONTENT, LOCATION IN CUT OR FILL AREAS, ETC.), ELEVATION OF WATER TABLE, PRESENCE OF BEDROCK, PROXIMITY TO SHOULDER, TRAFFIC LOADING, AND IMPACT OF NEARBY FACILITIES AND/ OR STRUCTURES, ETC. CONTRACTOR'S DESIGN SHALL BE SUBMITTED FOR REVIEW PRIOR TO INITIATING EXCAVATION ACTIVITIES.
- 22. CONTRACTOR IS TO PROVIDE OWNER WITH A SEQUENCING PLAN THAT DEMONSTRATES MINIMUM IMPACT TO PROPERTIES AND STRUCTURES IN WORK AREAS PRIOR TO CONDUCTING WORK ON PROJECT. PLAN SHALL BE APPROVED BY OWNER AND ENGINEER.

- 3. IN PROJECT AREAS WHERE THERE ARE NUMEROUS CONFLICTS WITH EXISTING PROPERTY IMPROVEMENTS (I.E. SIDEWALKS, SHEDS, FENCES, ETC.), THE CONTRACTOR SHALL COORDINATE AND TEMPORARILY RELOCATE ITEMS UNTIL THE CONSTRUCTION HAS BEEN COMPLETED AND ACCEPTED BY THE OWNER. ON ACCEPTANCE BY THE OWNER, REPLACE ITEMS TO SAME LOCATION AS PRE-EXISTING. REPAIR DAMAGE OR REPLACE/ REINSTALL AT OWNER'S DISCRETION. IN AREAS OF LIMITED WORK SPACE, THE CONTRACTOR IS ENCOURAGED TO UTILIZE APPROPRIATE SIZED EQUIPMENT TO MINIMIZE SITE DISTURBANCE.
- 24. PROVIDE TESTING OF ALL STORM SEWER MAINS AND MANHOLES PRIOR TO COMMISSIONING PER SPECIFICATION (WHICH MAY BE REQUIRED ON A DAILY BASIS). NO PAYMENT APPLICATIONS WILL BE PROCESSED FOR SECTIONS NOT TESTED AND APPROVED BY ENGINEER.
- 25. WHERE EXISTING UTILITIES ARE BEING CAPPED AND ABANDONED CONTRACTOR SHALL PROVIDE FLOWABLE FILL TO FILL ABANDONED UTILITIES PRIOR TO CAPPING (EXCEPT AS DIRECTED OTHERWISE). EACH MAIN MUST BE COMPLETELY FILLED FULL OF FLOWABLE FILL. THE CONTRACTOR MAY BE REQUIRED TO PROVIDE ADDITIONAL OPENINGS IN THE MAIN TO ALLOW ACCESS TO INSTALL THE FLOWABLE FILL. THE WORK WILL NOT BE CONSIDERED COMPLETE UNTIL THE CUBIC YARDS OF FLOWABLE FILL INSTALLED MATCHED THE VOLUME OF THE PIPE TO BE FILLED.
- 26. WHERE EXISTING MANHOLES AND CATCH BASINS ARE ABANDONED IN PLACE THE CONTRACTOR SHALL REMOVE THE EXISTING FRAME AND COVER AND RELINQUISH TO THE OWNER. THE CONTRACTOR SHALL REMOVE THE UPPER MOST SECTION(S) OF THE MANHOLE TO A MINIMUM DEPTH OF 24" BELOW THE SUBASE OF A ROAD (OR THE TOP SOIL IN LAWN AREAS). FILL THE REMAINDER OF THE MANHOLE WITH FLOWABLE FILL. RESTORE PER THE PIPE TRENCH DETAILS FOR THE APPLICABLE FINISH GRADE MATERIAL. FINE GRADE TO BLEND WITH EXISTING CONTOURS OR TO MATCH PROPOSED FINISH GRADE.
- 27. FOR PAVED AREAS DAMAGED BY CONTRACTOR OUTSIDE OF PAY WIDTH AND AREA SHOWN BY HATCH, PROVIDE RESTORATION OF PAVEMENT AS PER DETAILS. PROVIDE 12" NYS DOT ITEM 304.12, COMPACTED TO 95% MAX. DRY DENSITY IN ROADWAYS AND DRIVE AREAS. PLACE FILL IN 8" (MAX. LOOSE) LIFTS. AT SIDEWALKS (EXCEPT DRIVES) REDUCE TO 6" NYS DOT ITEM 304.12. PROVIDE AT NO ADDITIONAL COST TO THE OWNER.
- 28. REFER TO THE APPENDICES IN THE TECHNICAL SPECIFICATION MANUAL FOR CONDITIONS OF ANY PRE-APPROVED PERMITS. CONTRACTOR IS RESPONSIBLE FOR TOTAL COMPLIANCE WITH ALL CONDITIONS OF THE PERMITS.
- 29. WHERE ROADWAYS ARE DAMAGED AS A RESULT OF PROJECT, CONTRACTOR SHALL SAW CUT EXISTING PAVEMENT FULL DEPTH. PROVIDE STRAIGHT EVEN CUTS PARALLEL TO OR PERPENDICULAR TO TRAVEL LANE. APPLY TACK COAT TO EXISTING PAVEMENT EDGES PRIOR TO PLACING NEW PAVEMENT. PROVIDE PAVEMENT TO MATCH EXISTING FINISH GRADES.
- 30. ELEVATIONS OF EXISTING UTILITIES SHOWN ON PROFILES ARE ESTIMATED ONLY. CONTRACTOR SHALL VERIFY ELEVATION OF EXISTING UTILITIES PRIOR TO INSTALLATION OF PROPOSED WORK. CONTACT ENGINEER FOR DIRECTION IF ANY CONFLICT BETWEEN EXISTING UTILITIES AND PROPOSED WORK EXISTS.
- 31. THE CONTRACT DOCUMENTS PROVIDE NO WARRANTY OR GUARANTEES TO THE TYPE OF ROCK, SOILS OR THE LEVEL OF GROUNDWATER THAT EXIST ON THE SITE. THE CONTRACTOR MAY CONDUCT ANY REASONABLE EXPLORATION OF THE PROJECT SITES PRIOR TO BIDDING, PROVIDED HE/SHE HAS APPROVAL FROM THE OWNER.
- 32. CONTRACTOR IS ADVISED THAT IN AREAS OF EXCAVATION/BLASTING ACTIVITIES, THERE IS EXISTING MUNICIPAL & PRIVATE UNDERGROUND INFRASTRUCTURE, (E.G. WATER, SEWER, STORM, ELECTRIC, TV, TELEPHONE, DATA, FIBER OPTIC, ETC.). IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO TAKE NECESSARY MEASURES TO AVOID DAMAGE TO THE EXISTING UTILITIES. IF BLASTING OR EXCAVATION ACTIVITIES CAUSES DAMAGE TO THE EXISTING UTILITIES THE CONTRACTOR SHALL REPAIR/REPLACE TO THE SATISFACTION OF THE OWNER AND ENGINEER AT NO ADDITIONAL TO THE OWNER.
- 33. IN GENERAL, ALL WORK IS TO BE COMPLETED WITHIN THE OWNERS RIGHT-OF-WAY (R.O.W.) (NOT SHOWN ON PLANS) AND THE CONTRACTOR SHALL WORK WITHIN THE R.O.W.. WHERE WORK FOR MAINLINE UTILITY INSTALLATION IS REQUIRED OUT OF THE R.O.W., THE OWNER HAS OBTAINED NECESSARY EASEMENTS FROM THE PROPERTY OWNER AND THESE EASEMENTS ARE AVAILABLE FROM THE OWNER. CONTRACTOR SHALL WORK WITHIN THE PRESCRIBED WORK AREA OF THE EASEMENT. FOR WORK REQUIRED OUTSIDE OF THE R.O.W., BUT NOT WITHIN SUCH EASEMENTS, THE CONTRACTOR SHALL WORK WITH THE PROPERTY OWNERS FOR SCHEDULING AND PERMISSION TO ACCESS PROPERTIES FOR THE BURPOSE OF INSTALLATION OF WORK (E.C. RECONNECTING SERVICE CONNECTIONS)
- 36. ALL TESTING, DISINFECTION, FLUSHING, ETC. OF WATER WORKS INSTALLED OR REPAIRED UNDER THE CONTRACT SHALL BE IN STRICT ACCORDANCE WITH AMERICAN WATER WORKS ASSOCIATION (AWWA) STANDARDS.
- 38. THE TERM "NYS DEC BEST MANAGEMENT PRACTICES," "BEST MANAGEMENT PRACTICES," AND/OR "BPM'S" SHALL REFER TO NEW YORK STANDARDS AND SPECIFICATIONS FOR EROSION AND SEDIMENT CONTROL AND NEW YORK STATE STORMWATER MANAGEMENT DESIGN MANUAL, LATEST VERSION, AND INCLUDING ALL ADDENDUMS THERETO.

ESSEX COUNTY DPW NOTES:

ROAD TO BE KEPT CLEAN OF MUD AND DEBRIS AT ALL TIMES.
 ROADSIDE DRAINAGE TO BE MAINTAINED AT ALL TIMES.

- ROADSIDE DRAINAGE TO BE MAINTAINED AT ALL TIMES.
- MATERIALS, EQUIPMENT, AND VEHICLES ARE NOT TO BE STORED OR PARKED WITHIN THE ESSEX COUNTY RIGHT-OF-WAY.
 WORK ZONE TRAFFIC CONTROL SHALL BE PROVIDED IN ACCORDANCE WITH THE MOST RECENT
- NYSDOT STANDARD SPECIFICATIONS SECTION 619 WORK ZONE TRAFFIC CONTROL, THE NATIONAL MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD) FOR STREETS AND HIGHWAYS LATEST EDITION AND THE NEW YORK STATE SUPPLEMENT(S).
- CONTRACTOR SHALL OBTAIN ESSEX COUNTY DPW WORK PERMIT. CONTRACTOR SHALL BE PROVIDE BONDING AND INSURANCE REQUIREMENTS AS REQUIRED PER THE WORK PERMIT AND SHALL COMPLY WITH ANY PERMIT CONDITIONS.

CONSTRUCTION SCHEDULE:

CONSTRUCTION TO BE BEGIN APRIL 15, 2014 (WEATHER PENDING) AND BE COMPLETED BY JUNE 30, 2014.



Architecture, Engineering, and Land Surveying Northeast, PLLC 10 -12 City Hall Place, Plattsburgh, NY 12901 Phone: (518) 561-1598 Fax: (518) 561-1990 © Copyright 2014 AES Northeast, PLLC, All Rights Reserved

Note: It is a violation of law for any person, unless they are acting unde the direction of a licensed Professional Engineer, Architect, Landscape Architect, or Land Surveyor, to alter an item in any way. If an item bearing the stamp of a licensed professional is altered, the altering Engineer, Architect, Landscape Architect, or Land Surveyor shall stamp the document and include the notation "altered by" followed by their signature, the date of such alteration, and a specific description of the

ARCHITECT - ENGINEER - LAND SURVEYOR

PROJECT TITLE: ESSEX COUNTY DEPARTMENT OF PUBLIC WORKS

STORMWATER SYSTEM RECONSTRUCTION

ESSEX COUNTY, NEW YORK

DRAWING TITLE:

SITE NOTES, SYMBOLS, & ABBREVIATIONS

 REVISIONS

 NO. DESCRIPTION
 DATE (MM/DD/YYYY)

	2"	3"	4"					
DRAWN BY:	CHECKED BY:	DATE:	PROJECT NO .:					
	D DAVIES	11/10/2014	4070					
P. DETO	R. DAVIES	11/18/2014	4270					
DRAWING NO.								

C-001

Plot Date: 11/20/2014 Plot Time: 7:49 AM File Path: P:\42\4270 Essex County - Stormwwater System Lake St-Essex\F Drawings\2 Eng_Arch\6 Con Docs\3 C\4270_C-100.dwg







File Path: P:/42/4270 Essex County - Stormwwater System Lake St-Essex/F Drawings/2 Eng_Arch/6 Con Docs/3 C/4270_C-100s



Plot Date: 11/20/2014 Plot Time: 7:50 AM File Path: P:\42\4270 Essex County - Stormwwater System Lake St-Essex\F Drawings\2 Eng_Arch\6 Con Docs\3 C\4270_C-100s.dwg



Plot Date: 11/20/2014 Plot Time: 7:50 AM File Path: P:\42\4270 Essex County - Stormwwater System Lake St-Essex\F Drawings\2 Eng_Arch\6 Con Docs\3 C\4270_C-100s.dv











TOPSOIL, SEED AND -

MULCH (6")

24 🗖 🥆 MAX. STEPS 18" WIDE @ 16"0.C. - FLEXIBLE PAVEMENT 16" ELASTOMETRIC JOINTS, **– *** (TYP.) PER DETAILS ASTM C-443 _____ 12" NYS DOT ITEM 304.12 · PRECAST CONICAL STORM SEWER PIPE SHAPE COVER UNIT (SEE PLANS FOR SIZES) PRECAST REINFORCED INTERGRAL CONCRETE SECTIONS RUBBER BOOTS FOR ALL MIN. SELECT GRANULAR CUT-OUTS AND FILL PIPE ENTRANCE TO THE MANHOLE 12" MIN. SUMP SHALL BE PROVIDED IN THE PRECAST MANHOLE A A A A A A A A SECTIONS BOLD LETTERING TO BE ~//~//~//~//~//~/ 6" OF #2 STONE CAST ON COVER 1. CONNECT S.S. LOCATOR CABLE TO MANHOLE FRAME BY TACK WELD OR S.S. BOLT. ALL MANHOLES ARE 48" Ø UNLESS OTHERWISE NOTED ON THE PLANS. BRICKS, CONCRETE BRICKS, AND CONCRETE BLOCKS SHALL NOT BE ALLOWED FOR GRADE STORM ADJUSTMENT. SEWER PROVIDE BYUTAL SEAL BETWEEN EACH CONCRETE GRADE ADJUSTMENT RING. PROVIDE BYUTAL SEAL AND LAYER OF GROUT BETWEEN CAST IRON FRAME AND CONCRETE MANHOLE SECTIONS (OR CONCRETE GRADE ADJUSTMENT RINGS, AS APPLICABLE). PROVIDE SKIM COAT OF GROUT TO SEAL EVERY JOINT ON INTERIOR OF MANHOLE. $\sum_{\substack{(1,2)\\ (2,-501)}} \frac{\text{STORM SEWER MANHOLE}}{\text{SCALE: } 3/8" = 1'-0"}$ POSITION STEPS UNDER OPENING POSITION GRATE OPENING OVER FLOW PATH. CONNECT S.S. LOCATOR CABLE TO MANHOLE FRAME BY TACK WELD OR S.S. BOLT. ALL CATCH BASINS ARE 48" Ø UNLESS OTHERWISE NOTED ON THE PLANS. 3. INSTALL FRAME AND GRATE IN ACCORDANCE WITH NYS DOT STANDARD SHEETS 4. PROVIDE ADJUSTMENT OF RIM ELEVATION TO ALLOW FOR PROPER OPERATION OF WATER FLOW INTO THE CATCH BASIN. ← LIFT STRAPS Π..... . 🗸 🔅 FLOW FLOW -----. A . . PLAN FRAME AND GRATE FLOW FLOW -NOTE AFTER EACH STORM EVENT REMOVE AND REPLACE FABRIC, REMOVING ACCUMULATED SEDIMENT IN OR ADJACENT TO THE CATCH DRAINAGE BASIN. STRUCTRE MANUFACTURED INLET DUMPING SEDIMENT CONTROL STRAPS SECTION DEVICE 9 FACTORY MADE INLET PROTECTION SCALE: 3/4" = 1'-0"

HEAVY DUTY FRAME AND COVER; SLOPE

2'-6" CLEAR

OPENING

SLOPE

GRADE AWAY FROM COVER AT $\frac{1}{4}$ "/FT MIN.

- PRECAST CONCRETE ADJUSTMENT

RINGS

FINISH GRADE





Plot Date: 11/20/2014 Plot Time: 7:51 AM File Path: P:\42\4270 Essex County - Stormwwater System Lake St-Essex\F Drawings\2 Eng_Arch\6 Con Docs\3 C\4270_C-500s.dv