CONTRACT DOCUMENTS

FAYETTE STREET AND FORMAN AVENUE SEWER SEPARATION

CONTRACT NUMBER 1 – GENERAL CONSTRUCTION

ONGOV-128-26

October 2026

COUNTY OF ONONDAGA, NEW YORK
DEPARTMENT OF WATER ENVIRONMENT PROTECTION

J. RYAN MCMAHON, II, COUNTY EXECUTIVE
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ONONDAGA COUNTY DEPARTMENT
OF WATER ENVIRONMENT PROTECTION

This document contains General Conditions and Specifications for projects administered through the Onondaga County Department of Water Environment Protection (OCDWEP). As such, provisions and language of this document are unique and solely applicable for OCDWEP administered projects.

Sections have been arranged in the following general order:

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ADVERTISEMENT

NOTICE TO CONTRACTORS
FOR THE CONSTRUCTION OF CONTRACT NO. 1
FAYETTE STREET AND FORMAN AVENUE SEWER SEPARATION

BID REFERENCE NO. ONGOV-128-26

Sealed bids for the construction of The Contract will be received by the Director, Onondaga County Division of Purchase, 13th Floor Civic Center, 421 Montgomery Street, Syracuse, New York 13202, until 2:00 P.M. Local Time, on November 5, 2026, and at their said office, at said time, publicly opened and read aloud.

The Project consists of storm sewer installation and sewer separation on Fayette Street from Irving Avenue to Almond Street, and Forman Avenue from Washington Street to Wellington Place, including restoration of the disturbed areas thereof.

A Minority Business Enterprise (MBE) utilization goal of 18% and a Women Business Enterprise (WBE) utilization goal of 12% have been established for the project.

1) MBE Utilization Goal of 18%
2) WBE Utilization Goal of 12%

The Division of Purchase is available for consultation with prime contractors and their designated points of contact regarding the requirements for the development of M/WBE Utilization and Workforce Participation programs. Questions or concerns related to such programs should be directed to:

Frederick Frempong
MWBE Compliance Officer
Onondaga County Office of Diversity and Inclusion
John H Mulroy Civic Center, 15th Floor
421 Montgomery Street, Syracuse, New York 13202
Phone: 315-435-3565 EXT 8462
frederickfrempong@ongov.net

The Issuing Office for the Bidding Documents is Avalon Document Services, 901 North State Street, Syracuse, New York 13208. Prospective Bidders may examine the Bidding Documents online and may also obtain copies of the Bidding Documents from the online "public jobs" planroom: www.avalonsyr-planroom.com. If you do not have internet access or have questions on ordering from the site, please contact Avalon Document Services at (315) 471-3333.

A non-refundable deposit of Forty Nine Dollars ($49.00) payable to Avalon Document Services will be required to download from the Issuing Office website as PDF files or to obtain a compact disc (CD) of the Contract Documents (Project Manual, Contract Drawings). The payment includes shipping and tax. By submission of the $49.00 non-refundable payment, bidder will be registered as an official plan holder. Only official plan holders are eligible to bid on the project. Subcontractors, suppliers, equipment vendors, etc. will also be required to submit the non-refundable payment to receive the Contract Documents.

If bidders wish to purchase printed copies of the Contract Documents, they may be obtained directly through Avalon Document Services. Only official plan holders will be allowed to obtain printed copies of the Contract Documents. Bidders acknowledge that they are responsible for review of all components of the Contract Documents, including all specification sections and drawings, regardless of how many drawings they print and in which format/size they are printed. Full-size Contract Drawings are on 22-inch x 34-inch paper. Bidders acknowledge they are responsible for properly scaling drawings if they are printed at any other size.

Each plan holder of record will be notified by an e-mail regarding each addendum issued for the project. E-mails will be from Avalon Document Services "ReproConnect." It is the responsibility of each prospective bidder to submit an accurate e-mail address when requesting Bidding Documents. It is the responsibility of each bidder

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to check the Public Jobs Planroom on the www.avalonsyr-planroom.com website to ensure that all addenda have been received and to download each addendum that is issued.

Copies of the above-described Contract Documents may be examined at no expense at the Division of Purchase, 13th Floor Civic Center, 421 Montgomery Street, Syracuse, New York 13202, and at the office of the County of Onondaga, Department of Water Environment Protection, 3rd Floor, Administration Building, 650 Hiawatha Boulevard West, Syracuse, New York 13204.

A pre-bid meeting will be held October 20, 2026, at 9:00 A.M. in the Administration Building at the Metropolitan Syracuse Wastewater Treatment Plant, 650 Hiawatha Boulevard West, Syracuse, New York 13204. A site tour will follow. Attendance is highly encouraged but is not mandatory.

Each bid must be accompanied by cash, certified check, or bid bond in an amount not less than five percent (5%) of the amount of the bid in the form and subject to the conditions provided in the Information for Bidders. In addition, the Contractor shall be required to provide a "Statement of Surety's Intent" with his bid.

Bidder shall be prepared to furnish a Performance and Payment Bond for 100% of the Contract amount.

The Bidders should not include in their bid the Sales and Compensating Use Taxes on the cost of the materials which are to be incorporated into the Project and which are to be separately sold by the Bidder to the municipality prior to incorporation into the Project.

The right is reserved to waive any informalities in the Bid and to reject any or all bids.

ONONDAGA COUNTY, NEW YORK

DocuSigned by:

BY: Daniel Hammer
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Daniel Hammer, DIRECTOR
DIVISION OF PURCHASE

DATE: October 8, 2026

DEFINITION OF TERMS

Wherever used in the Contract Documents the following terms have the meanings indicated, which are applicable to both the singular and plural thereof:

Addenda - Written or graphic instruments issued by the Division of Purchase prior to the opening of Bids which clarify, correct or change the Bidding Requirements or the Contract Documents.

Agreement - The written contract between the Owner and the Contractor covering the work to be performed; other documents are referenced by the Agreement as being integral parts of the Contract Documents.

Application for Payment - The form acceptable to the Owner which is to be used by the Contractor in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

Asbestos - Any material that contains more than one percent asbestos and is friable or is releasing asbestos fibers into the air above current action levels established by the United States Occupational Safety and Health Administration.

As Shown - Whenever, in the description of any part of the work, the expressions "As Shown", "Shown on the Plans", or other similar expressions are used, it shall be understood to mean as shown on the Contract Drawings, unless another meaning is plainly indicated.

Beneficial Occupancy – Use or occupancy of the work, or designated parts thereof, by the Owner, even though all of the Contract work, or designated parts thereof, may not be substantially complete.

Bid - The offer or proposal of the bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

Bidding Documents - The advertisement, Information for Bidders, the Bid form, and the proposed Contract Documents (including all Addenda issued prior to receipt of Bids).

Bidding Requirements – As identified in the Advertisement, Information for Bidders, and the Bid form.

Bonds - Performance and Payment bonds and other instruments of security.

Certification of Subcontractor Payment Status - Form GP-001 which certifies the status of the Contractor's disbursement to subcontractors of monies received under periodic applications for payment. This form must be submitted with each payment application by the Contractor in order for the Contractor's application to be considered by the Owner.

Change Order - A document which is signed by the Contractor and the Owner and authorizes an addition, deletion or revision in the work, or an adjustment in the Contract Price or the Contract Times, issued on or after the effective date of the Agreement.

Compliance Schedule - The purpose of the schedule is to achieve compliance by the SPDES permittee with applicable effluent limitations, water quality standards, and other requirements applicable pursuant to the Part. The DEC shall establish specific steps in a compliance schedule designed to attain compliance within the shortest reasonable time.

Contract Documents - The Agreement, Addenda (which pertain to the Contract Documents), and all those documents identified in the Agreement as constituting the Contract Documents, together with all bonds, Modification Orders, and Change Orders. Shop Drawing submittals approved pursuant to General Specification S-013 are not Contract Documents.

Contract Price - The moneys payable by the Owner to the Contractor for completion of the work in accordance with the Contract Documents as stated in the Agreement.

Contract Times - The numbers of days or the dates stated in the Contract Documents to achieve completion of the work.

Contractor - The person, firm or corporation with whom the Owner has entered into the Agreement.

Day – When identified in the Contract Documents, days shall be measured in calendar days.

Defective - An adjective which when modifying the word Work refers to work that is unsatisfactory, faulty or deficient, in that it does not conform to the Contract Documents, or does not meet the requirements of any inspection, reference standard, test or approval referred to in the Contract Documents, or has been damaged prior to the Owner's Representative's recommendation of final payment.

Drawings - The drawings which show the scope, extent and character of the work to be furnished and performed by the Contractor and which have been prepared or approved by the Engineer and are referred to in the Contract Documents. Shop drawings are not Drawings as so defined.

Effective Date of the Agreement - The date indicated in the Agreement on which it becomes effective, but if no such date is indicated it means the date on which the Agreement is signed and delivered by the last of the two parties to sign and deliver.

Engineer (or Owner's Engineer) - The person, firm or corporation named as such in the Information for Bidders.

Field Order – A directive by the Owner's Representative which orders minor changes in work which do not alter the character, quantity, or cost of the work as a whole. The Contractor shall carry out such Field Orders promptly and without any adjustment of the Contract price or Contract time.

General Conditions - Consist of the General Provisions and General Specifications of the Contract Documents.

Hazardous Waste - The term Hazardous Waste shall have the meaning provided in Section 1004 of the Solid Waste Disposal Act (42 USC Section 6903) as amended from time to time.

Laws and Regulations; Laws or Regulations - Any and all applicable laws, rules, regulations, ordinances, codes and orders of any and all governmental bodies, agencies, authorities and courts having jurisdiction.

Letter of Intent - The written notice by the Owner to the apparent successful bidder stating that upon compliance by the apparent successful bidder with the conditions precedent enumerated therein, within the time specified, the Owner will sign and deliver the Agreement.

Liens - Liens, charges, security interests or encumbrances upon real property or personal property.

Milestone - A principal event specified in the Contract Documents relating to an intermediate completion date or time prior to Substantial Completion of all the work.

Modification Order - A written directive to the Contractor, issued by the Owner's Representative on or after the effective date of the Agreement, ordering an addition, deletion or revision in the work, or responding to differing or unforeseen physical conditions under which the work is to be performed. A Modification Order will not change the Contract Price or the Contract Times, but is evidence that the parties expect that the change directed or documented by Modification Order will be incorporated in a subsequently issued Change Order following negotiations by the parties as to its effect, if any, on the Contract Price or Contract Times.

Notice to Proceed - A written notice given by the Owner to the Contractor fixing the date on which the Contract Times will commence to run and on which the Contractor shall start to perform his obligations under the Contract Documents.

Owner – County of Onondaga, New York.

Owner's Representative - The person, firm or corporation named as such.

PCBs - Polychlorinated biphenyls.

Petroleum - Petroleum, including crude oil or any fraction thereof which is liquid at standard conditions of temperature and pressure (60° F and 14.7 pounds per square inch absolute), such as oil, petroleum, fuel oil, oil sludge, oil refuse, gasoline, kerosene, and oil mixed with other non-hazardous wastes and crude oils.

Post-bid Meeting - Meeting conducted by Owner's representative and Engineer, after receipt of bids and prior to formal award of contracts for a given project, in which the applicable contractor's bid will be reviewed and discussed in regards to conforming with project intent. Conceptual MBE/WBE work plans may also be discussed at said meeting.

Pre-bid Meeting - Meeting conducted by Owner's representative and Engineer, prior to a given project's scheduled bid opening date, for the purpose of providing a project overview and allow contractors and other interested parties an opportunity to submit questions and review project details.

Pre-construction Meeting - Meeting conducted by Owner's representative and Engineer, after formal ratification of applicable construction contracts and prior to actual physical construction of a given project, in which project logistics, expectations, and responsibilities will be reviewed and adopted.

Project - The total construction of which the work to be provided under the Contract Documents may be the whole, or a part as indicated elsewhere in the Contract Documents.

Project Specific Safety Plan – A site safety plan unique to each project site, prepared by the Contractor, that outlines the Contractor's methods and procedures for maintaining the site in a safe, neat and orderly condition.

Radioactive Material - Source, special nuclear, or byproduct material as defined by the Atomic Energy Act of 1954 (42 USC Section 2011 et seq.) as amended from time to time.

Request for Information (RFI) - A written request made by the contractor during the project where the contractor cannot clearly identify or interpret project specifications, drawings, product requirements, or other contractual obligations. A written response shall be provided to the RFI that shall not necessarily result in a change to the scope of work, contract amount or an extension to the construction schedule.

Samples - Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and which establish the standards by which such portion of the Work will be judged.

Shop Drawings - All drawings, diagrams, illustrations, schedules and other data or information which are specifically prepared or assembled by or for the Contractor and submitted by the Contractor to illustrate some portion of the Work. Shop Drawings include the following: Preprinted material such as illustrations, standard schedules, performance charts, instructions, brochures, diagrams, manufacturer's descriptive literature, catalog data and other data to illustrate a portion of the Work, but not prepared exclusively for this Contract. Drawings, schedules, diagrams, and other data prepared specifically for this Contract, by the Contractor or through the Contractor by way of a subcontractor, manufacturer, supplier, distributor, or other lower tier contractor, to illustrate a portion of the work.

Site - The lands upon which the work is to be performed. The limits of such lands may be indicated elsewhere in the Contract Documents.

Special Project Conditions - The part of the Contract Documents which amends or supplements the General Provisions or General Specifications.

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

Subcontractor - An individual, firm or corporation having a direct contract with the Contractor or with any other subcontractor for the performance of a part of the work.

Substantial Completion - Completion by the Contractor of all the work of the Contract, or designated part thereof, except for minor or incidental items, the existence of which will not affect or impede the Owner's full use of the work, as determined by the Owner's Representative.

Substitution - A piece of equipment proposed by a Prime Contractor for use as a specific project component which is substantially different than that described in the Contract Documents' Technical Specifications. The determination of such a classification shall be made by the Engineer.

Supplier - A manufacturer, fabricator, supplier, distributor, materialman or vendor having a direct contract with the Contractor or with any subcontractor to furnish materials or equipment to be incorporated in the work by the Contractor or any subcontractor.

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

Unit Price Work - Work to be paid for on the basis of unit prices.

Work - The entire completed construction or the various separately identifiable parts thereof required to be furnished under the Contract Documents. Work includes and is the result of performing or furnishing labor and furnishing and incorporating materials and equipment into the construction, and performing or furnishing services and furnishing documents, all as required by the Contract Documents.

Work Terminology - The following definitions shall supplement the provisions of the Contract Documents:

1. Furnish: To supply required materials and equipment at the project site.

2. Install: To place and/or assemble furnished materials and equipment in secured position for the use intended.

3. Provide: The act of both furnishing and installing.

4. Products: New material, machinery, components, equipment, fixtures, and systems forming the work. It does not include machinery and equipment used for preparation, fabrication, conveying, and erection of the work. Products may also include existing materials or components, if specifically identified for reuse in the Contract Documents.

Written Amendment - A written amendment of the Contract Documents, signed by the Owner and the Contractor on or after the effective date of the Agreement and normally dealing with the non-engineering or non-technical rather than strictly construction-related aspects of the Contract Documents.

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FAYETTE STREET AND FORMAN AVENUE SEWER SEPARATION

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INFORMATION FOR BIDDERS

SECTION 1 – PROJECT INFORMATION

I-1.01. Commencement and Completion.

Upon execution and delivery of the Contract, and the delivery of the required submittals by the Contractor to the Owner and the approval thereof by the Owner's attorney, the Contractor will be notified to proceed with the work of the Contract. Such notification will be in the form of the delivery of an executed Notice to Proceed to the Contractor. The Notice to Proceed will only be issued when the Contract is fully executed and all insurance, bond and M/WBE Utilization submittals are approved. Notification shall be presumed to have taken place one (1) day after the date of the Notice to Proceed, addressed to the Contractor at the address specified in their Bid. The work of the Contract shall be commenced within ten (10) days following such notification.

The Contractor shall notify the Owner, in writing, of their intention to enter upon the site(s) of the work at least five (5) days in advance of such entrance.

All work of the Contract shall be completed within the time frame specified in these Contract Documents' Special Project Conditions. Charges for failure to complete the Contract within the time specified are set forth in Section 4 of the General Provisions and Section I-6.03 of this Information For Bidders, the Special Project Conditions as applicable.

I-1.02. Existing Conditions and Subsurface Conditions

It shall be the Contractor's obligation to satisfy themselves to the nature, character, quality and quantity of subsurface conditions likely to be encountered. Any reliance upon the subsurface information made available by the Owner or the Engineer shall be at the Contractor's risk.

Certain subsurface information may be shown on separate sheets or otherwise made available by the Owner or Engineer to Bidders, Contractors, and other interested parties. Neither such information nor the documents on which it may be shown shall be considered a part of the Contract Documents or Contract Drawings, it being understood that such information is made available only as a convenience, without express or implied representation, assurance, or guarantee that the information is adequate, complete, or correct, or that it represents a true picture of the subsurface conditions to be encountered, or that all pertinent subsurface information in the possession of the Owner or Engineer has been furnished. The Contractor must interpret such information according to their own judgement. Subsurface information in the possession of the Engineer may be examined by making an appointment with the Engineer.

It shall be the obligation of the Contractor to inquire of the Owner and Engineer whether pertinent subsurface information has been obtained by the Owner with respect to the Work.

The Contractor agrees that He/she shall not have nor assert against the Owner or Engineer any claim for damages for extra work or otherwise or for relief from any obligation of this Contract based upon the failure by the Owner or Engineer to obtain or to furnish additional drawings or information or to furnish all drawings and information in the Owner's or Engineer's possession or based upon any inadequacy or inaccuracy of the drawings or information furnished, other than the Contract Documents.

Any holder of Contract Documents will be permitted to inspect the site of the work; verify existing architectural, structural and mechanical systems and finishes; make test borings, test pits, soundings, etc.; on the site of the Work if he/she so desires subject to their first obtaining approval from the Owner and any necessary permits from applicable agencies. It is understood that the party or parties receiving such approval must assume all risks and liabilities contingent thereto and shall restore the area to the satisfaction of the Owner.

In the event existing conditions are found to be materially different from those represented in the Contract Documents the Contractor shall proceed in accordance with Section 5 - Changes, of the General Provisions.

I-1.03. Index of Drawings.

A list of Contract Drawings is given in the Table of Contents, whether bound herein or bound separately.

I-1.04. Contract Drawings Furnished to Bidders.

During the period between Advertisement for Bids and Opening of Bids, each prospective Bidder will be furnished, upon payment of the amount specified in the Advertisement, with a set or sets of Contract Documents.

Where Contract Drawings have been reduced from the full size tracings, the sets furnished to prospective Bidders will be reduced sets. The Bidders are cautioned against scaling distances from such drawings, except through the use of graphic scales shown thereon.

I-1.05. Contract Drawings Furnished to Contractors.

Each Prime Contractor will be furnished, free of charge, three (3) sets of full size Contract Drawings.

I-1.06 Geographic Information System (GIS)

Onondaga County Water Environment Protection (WEP) maintains a Geographic Information System (GIS) which includes a geometric network of sewer and storm water infrastructure located within the County's sanitary boundary. A GIS is often thought of simply as a mapping tool, however, this network is a critical component to WEP's asset management system and provides the data necessary to support to the City of Syracuse and towns and villages with planning, design, and local code enforcement.

WEP is routinely acquiring new waste water datasets (piping, manholes, and waste water structures) from multiple sources (contractors, design engineers, consultants) and integrating them into the network. To ensure that WEP can seamlessly integrate new infrastructure into the County system and to prevent the unnecessary effort of transforming datasets, it is highly important that data received by this department be projected into the 'NAD_1983_StatePlane_New_York_Central_FIPS_3102_Feet' coordinate system. While WEP understands the benefits of completing projects on a LOCAL design datum (CAD drawings), the department stipulates that at a minimum this data be tied back to NAD83 Central

I-1.07 Taxes

The County of Onondaga is exempt from the payment of Federal, State and local taxes and Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials, equipment and supplies to be incorporated in the work or to be furnished to the Owner pursuant to this Contract, whether purchased by the Contractor or their subcontractors or vendors. These taxes are not to be included in the Bid.

This exemption does not, however, apply to tools, machinery, equipment, temporary structures, materials, fuel and lubricants, supplies or any other items or services purchased, rented or leased by the Contractor or their subcontractors and used by him/her for the performance of the work and/or which will not become the property of the Owner upon completion of the Contract. The cost of any taxes on these items, and all other taxes for which the Contractor is liable, shall be borne by the Contractor and shall be included in the Bid and no separate payment will be made therefor.

INFORMATION FOR BIDDERS

SECTION 2 – INSTRUCTIONS TO BIDDERS

I-2.01. Qualifications of Bidders.

The Owner may make such investigation as He/she deems necessary to determine the ability of the Bidder to perform the work, and the Bidder shall furnish to the Owner all such information and data for this purpose as the Owner may request. The Owner reserves the right to reject any bid if the evidence submitted by or investigation of such Bidder fails to satisfy the Owner that such Bidder is properly qualified to carry out the obligations of the Contract, and to complete the work contemplated therein. Conditional bids will not be accepted.

I-2.02. Bidder's Responsibility.

At the time of the opening of bids, each Bidder will be presumed to have inspected the site of the proposed work and adjacent areas and to have read and to be thoroughly familiar with the Contract Documents. The failure or omission of any Bidder to receive or examine any form, instrument or document shall in no way relieve any Bidder from any obligation in respect to their Bid.

I-2.03. Addenda and Interpretation.

No interpretation of the meaning of the Plans, Specifications or other portion of the Contract Documents will be made orally. Every request for such interpretation must be addressed to the Engineer identified in the Special Project Conditions, and to be given consideration must be received by Him/Her at least nine (9) business days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be made in the form of written addenda, which, if issued, will be sent by certified mail, with return receipt requested to all holders of Contract Documents at the respective addresses furnished for such purposes not later than seven (7) days prior to the date fixed for the opening of bids. Addenda may also be sent by FAX, with a follow-up copy sent by mail. Failure of any Bidder to receive any such addenda or interpretation shall not relieve said Bidder from any obligation under their Bid as submitted. All addenda so issued shall become part of the Contract Documents.

I-2.04. Bid Instructions.

All blank spaces in the Bid Forms must be appropriately filled in with ink and with both words and figures, except as provided below and the Bid must be properly and completely executed.

All Bid Forms must be submitted together. Forms may be removed from the Contract Documents and compiled for Bid submission. Contract Documents are defined in the Agreement.

A statement of Surety's Intent is required to be submitted by all bidders regardless of the type of bid security that is furnished.

I-2.05. Bid Security.

Each bid must be accompanied by cash or by the certified check of the bidder or by a bid bond acceptable to the County, and such check or bid bond shall be made payable to the County in an amount not less than five percent (5%) of the amount of the bid.

Where alternate items are included in the Bid, the amount of bid security shall be not less than five percent (5%) of the alternate, or combination of alternates, that results in the highest bid.

The bid security will be returned after the Contract is executed or, if no award is made, after all bids are rejected.

I-2.06. Discrepancy in Bids.

In the event there is a discrepancy or arithmetical error in any Bid between the unit prices and the extended totals, the unit prices shall govern. In the event there is a discrepancy in any Bid between the unit or lump sum prices written in figures and the unit or lump sum prices written in words, the unit or lump sum prices written in words shall govern. In the event there is a discrepancy between the arithmetically correct sum of the payment items, comprising the total Bid, and the amount entered as the total Bid by the Bidder, the arithmetically correct sum shall govern. Consistency between the Total Bid Prices written in words and figures will not relieve the bidder from the correction procedures outlined herein.

Discrepancies shall be corrected by entries made on the Tabulation of Bids received by the Owner and only the corrected Bid will be considered in determining the lowest Bidder. Discrepancies will be corrected in the following order:

1) Unit and lump sum prices bid will be checked. If the unit or lump sum price written in words is not consistent with the price written in figures, the price in figures will be corrected to match the price written in words.
2) Arithmetical errors in the extended totals will be corrected based upon the unit price.
3) Arithmetical errors in calculating the Total Bid Price will be corrected.

Bids which do not contain a price for every numbered item on the Bid form will not be accepted, except that where the Bid form specifically provides for alternate Bids, Bidders are not required to bid on every alternate.

I-2.07. Lowest Bidder.

Bids will be compared on the basis of the correct total Bid, after corrections are made in accordance with I-2.06 Discrepancies in Bids. The lowest Bid will be that correct Bid which is for the lowest number of dollars. Where the Bid form specifically provides for alternate Bids, the lowest Bid will be the alternate selected by the Owner, or combination of alternates selected by the Owner, which is for the lowest number of dollars.

I-2.08. Award of Contract.

The award of the Contract will be made to the low, responsive, responsible Bidder who, in the opinion of the Owner, is qualified to perform the work required and is responsible and reliable.

The Owner may conduct such investigations as the Owner deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders to perform and furnish the work in accordance with the Contract Documents, to Owner's satisfaction. The Owner may require the lowest Bidder to submit references or other information which will assist in the investigation and evaluation.

It is the intention of the Owner that the work will be awarded within forty-five (45) calendar days after the opening of bids to the lowest responsible Bidder or combination of lowest responsible Bidders whose bids conform to the requirements of the Bidding Contract Documents.

The right is reserved to reject any bid or all bids and to waive any informality in any bid received.

I-2.09. Liquidated Damages for Failure to Execute Contract.

The successful Bidder, upon their failure or refusal to execute and deliver the Contract and required bond, together with all policies, certificates of insurance within fourteen (14) days after He/she has received notice of acceptance of their bid, shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bid.

The contract will not be executed by the County until the M/WBE Utilization Plan is approved by the County. If the successful bidder fails or refuses to provide an approvable M/WBE Utilization Plan, such bidder shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bid.

I-2.10. Prior Approval of Equipment, Methods or Materials

There will be no consideration or approval given by the Owner or Engineer for any methods, materials, equipment or system prior to the award of the contract.

The Owner reserves the right to declare informal and to reject any Bid which is conditioned or qualified as to the use of a particular method, material, equipment or system, or otherwise.

I-2.11. Estimated Quantities

If the Bid includes unit price items based on estimated quantities, it is understood that the quantities shown are included for the purpose of comparing bids only and may not be an accurate representation of the actual quantities which may be used during the course of the work. The Bidder, by submitting their Bid, agrees that He/she is satisfied with and will at no time dispute the estimated quantities stated in the Bid as a proper means of comparing bids.

I-2.12. Unbalanced Bids

A bidder shall not submit unbalanced bids. Unbalanced pricing may increase performance risk and/or result in payment of unreasonably high prices and/or advanced payments. A bid is unbalanced if, in the County's opinion, the bid prices are materially unbalanced between line items or sub-line items. A bid will be deemed to be materially unbalanced when a bid is based on prices that are significantly less than the cost for that work, with other prices that are significantly overstated in relation to the cost for other work, and if there exists, or there may arise, a reasonable doubt that the bid would result in the lowest overall cost to the County, even though the bid may be the apparent low bid. A bid will also be deemed materially unbalanced when a bid is so structured as to be tantamount to allowing advanced payment(s).
If in the County's opinion an offer is materially unbalanced, the County will (i) consider any risks to the County associated with the unbalanced pricing; and (ii) consider whether award of the contract would result in payment of unreasonably high prices for contract performance or in advanced payment(s).

I-2.13 Request for Information (RFI).

Each Contractor is responsible for all aspects of the Contract Documents (Drawings, Specifications) that pertain to their specific Contract. In the event that there is confusion in scope of work to be completed by the Contractor or discrepancies between the Drawings and Specifications, the Contractor shall submit a written Request for Information (RFI) to the Engineer for clarification. The Engineer shall review the RFI and provide a written response to the Contractor. The Engineer’s response to the RFI shall not necessarily result in a change to the contract amount or extension to the contract schedule. In the event that the Engineer’s response to the RFI does result in a change to the contract amount or extension of contract schedule, an agreement to the change to contract amount or contract schedule shall be made between the Contractor and the Engineer and Owner, and a modification and change order shall be issued in accordance with Section 5 – Changes of the General Provisions.

INFORMATION FOR BIDDERS
SECTION 3 – ONONDAGA COUNTY MBE/WBE AND MINORITY WORKFORCE REQUIREMENTS

I-3.01 Minority/Women Business Enterprise Utilization and Workforce Participation Requirements

Onondaga County fosters opportunities for utilizing firms certified as Minority Business Enterprises (MBE) and Women Business Enterprises (WBE) (collectively "M/WBE") in the performance of all contracts funded by Onondaga County or eligible to receive grant funding from New York State or the Federal government.

Further, Onondaga County promotes a diverse workforce among its vendors, including employees of all contractors and subcontractors, providing additional opportunities for minority and women participation in contracts.

The following goals for M/WBE Utilization and Workforce Participation (EEO) have been established for this project:

M/WBE Utilization Goal (as a minimum % of total $ value of work):
- 18% MBE
- 12% WBE
- 30% Combined MBE/WBE

Minority/Women Workforce Participation Goal (as a % of total workforce hours)
- 18% Minority
- 12% Women
- 30% Combined Minority/Women Workforce

The Office of Diversity and Inclusion maintains a listing of MWBE firms and also provides advice and assistance to bidders and potential bidders seeking contracts with Onondaga County.

Questions or concerns related to such programs should be directed to:

Herman Howard
Contract Compliance Officer Onondaga County
421 Montgomery Street
15th Floor Civic Center Syracuse, NY 13202
Phone: (315) 435-3565
Fax: (315) 435-3424
hermanhoward@ongov.net

I-3.02 Bid Submission:

Bidders are required to submit with their bid the MWBE and EEO Utilization Plan, attached hereto and incorporated herein as Attachment A, to document how they will achieve the above goals. The MWBE and EEO Utilization Plan (Attachment A) must be submitted at the time of bid. The MWBE and EEO Utilization Plan shall provide details regarding your firm's good faith plan to achieve the County's stated goals. Failure to submit the MWBE and EEO Utilization Plan may render the bid non-responsive and the bid could be disqualified.

The Onondaga County Office of Diversity and Inclusion is available for consultation with prime contractors and their designated points of contact regarding the requirements for the development of MWBE and EEO Utilization Plan.

I-3.03 Plan Review and Award:

No contract will be awarded until and unless the bidder demonstrates a plan likely to result in the bidder having a program aimed at meeting the percentage MWBE goals, with such plan approved by the County upon a determination that such plan is appropriate and showing that the goals are reasonably capable of being met. Once the contract is awarded, the successful bidder is contractually bound to the provisions of this section regarding MWBE Utilization and Workforce Participation (EEO). The County may reject any bid submittal as incomplete or nonresponsive in the event that a bidder fails to submit an approvable plan.

After a contract is awarded, the plan will be implemented in accordance with the Rules and Regulations of the Division of Purchase.
The approved plan will become part of the final contract.

I-3.04 Implementation of Plan:

Failure to comply with either the MWBE and EEO Utilization Plan or the Rules and Regulations of the Division of Purchase shall be considered a material breach of the resulting contract. The County retains all rights, at law or in equity, to seek any and all remedies or recovery to which the County may be entitled. Further, the County shall have the right, in its discretion, to terminate the contract immediately. In such event of termination, you, as the contractor, shall be liable to the County for any additional costs or expenses incurred by the County in the completion of the project, and for any other recovery, costs and expenses to which the County may be entitled.

Further, such failure to comply with either the MWBE and EEO Utilization Plan or the Rules and Regulations may render your firm as irresponsible, affecting eligibility for future contracts and work with the County.

Upon contract signing, the contractor will be required to submit copies of executed contracts and purchase orders with MBE/WBE firms within 30 days of contract execution. The MWBE Monthly Utilization Report (MWBE Monthly Report), the Monthly Employment Utilization Report, certified payroll (every two (2) weeks via LCPtracker) and copies of canceled checks issued to M/WBE subcontractors and suppliers must be submitted with the MWBE Monthly Report and the monthly application for payments. Failure to submit the required forms could result in delays in processing payments. Please contact the compliance unit with any questions at 315-435-3565

I-3.05 Documenting Compliance with the MWBE and EEO Utilization Plan:

During the term of the contract, the contractor must submit the following to the Contract Compliance Officer with copies to the Construction Project Manager on a monthly basis (unless otherwise noted):

- MWBE Monthly Report-- due monthly with each payment request.
- MBE/WBE Canceled Checks (previous month) -- due monthly with each payment request.
- Signed Contracts/Purchase Orders with MBE/WBE Firms -- 30 days after contract signing.

Contractors (and subcontractors) are required to electronically submit certified payrolls and supporting workforce documentation using LCPtracker (https://www.lcptracker.com/). B2Gnow

(ongov.diversitysoftware.com) is the supplier diversity management system for monitoring business utilization. These are free, secure, web-based compliance programs that include training and support. Various programs for payroll and accounting are capable of interfacing with these programs for upload of data.

By submitting a bid, you agree to be bound by the MWBE Utilization and Workforce Participation (EEO) reporting requirements stated herein.

All such required forms listed above within this Section are incorporated within and made a part of this Agreement and are available at the Onondaga County Division of Purchase website (ongov.net/purchase), where such may be updated and revised from time to time.

I-3.06 Notes on MWBE Utilization:

MBE/WBE Certification: In administering the goals set forth above, the County requires utilization of certified MWBEs. Such certification shall be through the New York State Statewide Certification Program. Firms currently seeking certification (having a pending application on file with the Empire State Development Corporation) may be considered pending a satisfactory desk review of such application by the County. Lists of certified MWBE firms shall be made available at the County's offices. The County of Onondaga does not certify firms. Certification by other agencies or governments will not be acceptable for compliance with the County of Onondaga's MWBE program.

Subcontractors: The goals established for this project can be achieved by MWBE participation as subcontractors, lower tier subcontractors, or suppliers subject to the conditions as noted below; provided the MWBE firm provides a commercially useful function as defined herein.

Supply Policy: Suppliers shall receive 60 percent (60%) credit if they only provide supplies, and do not manufacture or fabricate them.A "supplier" is a business that distributes materials or equipment, and which provides a commercially useful function when such activity is traditional in the industry producing the material or equipment that is supplied.

Notification of MWBEs by County of Onondaga: You are advised that the County Contract Compliance Officer has provided potentially interested local MWBEs with a copy of the notice to contractors published for this contract, together with a supplementary information form describing the project and its major components in more detail. Therefore, local potentially interested MWBEs are aware that bids for this contract are being solicited.

You are advised that notification of potentially interested MWBEs by the County of Onondaga does not constitute as verification of the respective certification status of such firms. Although the County of Onondaga reasonably attempts to maintain updated lists, you remain responsible to check the status of each potentially interested MWBEs under the Statewide Certification Program. Contact Empire State Development, Division of Minority and Women Business Development (518) 292-5250 (Albany) or (212) 803-2414 (New York City) to confirm current State Certification status and/or visit www.esd.ny.gov/MWBE.html.

Pre-Bid Meeting: A meeting will be scheduled prior to the bid opening to discuss the project and review contract requirements with all prospective bidders. This review will describe the County's bid procedures including requirements pertaining to the MWBE program and minority and women workforce participation.

Bidder's Responsibilities/Good Faith Effort: You are responsible to follow the procedures and requirements contained in this section of the solicitation. Further, you are responsible for segmenting portions of the contract for award to qualified bona fide MWBE contractors and vendors as necessary in order to achieve the M/WBE utilization goal stated above.

In soliciting proposals from MWBEs for participation on this contract, you are responsible, as part of the good faith effort toward achieving the MWBE utilization goal, to insure that MWBE firms have been given every opportunity to submit timely and competitive proposals. The aforementioned can be achieved by the following actions.

- Making plans and specifications available to prospective MWBEs in sufficient time to allow appropriate review for the purpose of submitting a responsible proposal.

- Utilizing the qualified MWBEs on the list of certified firms maintained by the County Division of Purchase and/or the Empire State Development agency for the purpose of soliciting bids for sub-contracts.

- Maintaining records, including detailed telephone logs, detailing the efforts made to involve MWBEs, including the names and addresses of MWBEs that were contacted, and if not selected, reasons for such decisions.

- Making contact with minority and women subcontractors through newspaper ads in minority owned and traditional newspapers, letters to minority and women contracting associations, and letters to minority and women subcontractors (certified, return receipt requested).

If you demonstrate the conduct of good faith efforts toward achieving the MWBE utilization goal, but you were unable to achieve such goals, the County may, at its sole discretion, proceed to award a contract.

Demonstration of your good faith efforts shall include submission of a copy of the bidder's original worksheet for subcontractor bids received prior to the bid date for the contract which stipulates company, date, proposed bid amount, work to be performed, and submitting officer for the subcontracting company.

Further, you should show attempts to solicit proposals from all MWBEs in the Central New York area available to do the work. MWBE firms shall be given the same specifications and conditions for such work as non MWBE firms. You should utilize negotiation to reach an acceptable price. A declaration that MWBEs did not provide competitive pricing without attempts at negotiation shall not be considered good faith efforts toward achieving the MWBE utilization goals.

If you fail to meet the MWBE goal by using your firm's usual practices, you should modify solicitation and price negotiation procedures and/or implement negotiating procedures recommended by the County's Contract Compliance Office.

In compiling your bid, it remains your responsibility to insure the MWBE firms to be utilized on this contract are capable of satisfactorily performing the subcontracted work and of complying with all applicable provisions of the contract documents.

You will be expected to provide all support, assistance and supervision necessary to assure satisfactory performance of MWBE's work and completion of the project in accordance with the contract documents.

In the event the bidder intends to utilize an MWBE inexperienced in the type of work to be subcontracted to it, the bidder shall notify the County Contract Compliance Officer in order to secure his/her prior approval.

If you have reason to believe that the price quoted by an MWBE is deficient in some manner, you shall not knowingly enter into a subcontract for work. Such deficiencies could arise from estimates of the cost of material, cost of labor, insurance and minimum margin of profit on this project.

You are responsible for proposing and utilizing MWBE firms for a commercially useful function on the project.

Commercially Useful Function: The MWBE program is intended to increase the utilization of MWBEs on construction projects and to provide an opportunity for such firms (whether new or existing) to develop experience and business acumen. "Sham" or "brokering" operations are not permitted. No credit will be given for an MBE or WBE acting merely as a passive conduit of funds to a non-MWBE.

To this end, MWBE firms utilized in compliance with this program must provide a "commercially useful function" on the project, where such is defined as providing goods and/or services which make a tangible contribution to the completion of the project in a manner consistent with the standard business and construction industry practices and which involves or requires substantial responsibility on the part of the provider of the goods or services.

The County Contract Compliance Officer will evaluate the performance of the conditions under which MWBEs are providing a commercially useful function. This evaluation will be based upon on-site observations and documentation which shall be submitted by the MWBE and/or the contractor, as requested by the Contract Compliance Officer.

Among the factors to be evaluated are that the MWBE made the necessary administrative and technical preparations to provide the indicated goods or services, and possess the technical, administrative, managerial and supervisory capability and the resources to provide the indicated goods or services, including necessary labor, material and equipment, or the means of obtaining same in accordance with standard industry practices. The determination of commercially useful function will also include an evaluation of the MWBE's independence and responsibility for satisfactorily and successfully providing the indicated goods or services and whether or not the MWBE will gain meaningful experience in the course of providing the indicated goods and services.

Post Bid Meeting: A post bid meeting may be scheduled by the Construction Project Manager a few days after the bid opening date to review bid and contract requirements with the apparent low bidder. If you are selected as such bidder, you should be prepared to discuss the MWBE Utilization Plan submitted with the bid at this meeting. **After this meeting, in the event that any deficiencies are noted within your submitted MWBE and EEO Utilization Plan, you will have seven (7) days from the date of the Letter of**
Intent to submit a corrected MBE/WBE Utilization Plan, together with such other materials deemed necessary by the Contract Compliance Officer.

Each of the MWBE firms listed on the MWBE and EEO Utilization Plan form will be contacted by the Contract Compliance Officer to verify that such firms are aware of their intended utilization on the contract, for the indicated work, for the indicated amount, and to ascertain that the MBE/WBE will be performing a commercially useful function on the project.

Any proposed changes must have the prior approval of the County Contract Compliance Officer. An amended Utilization Plan shall be prepared by the Contractor and submitted to the County Contract Compliance Officer upon County approval of any proposed changes.

Contract Compliance: You shall designate an officer or principal within your firm to keep the company informed of all County and State requirements pertaining to the MWBE program and to compile, maintain, and submit all required documentation.

As soon as possible after contract execution, you shall submit to the County Contract Compliance Officer one (1) fully executed copy of each subcontract and/or purchase order involving an MWBE. These documents shall clearly indicate the nature and scope of work to be performed by the MWBE, designate the respective responsibilities of your firm and each M/WBE for providing the labor, equipment and materials, establish the amounts to be paid and retained, the schedule or method of payments, establish actual or projected starting and completion dates for the MWBE's work, and clearly state any and all other forms and conditions agreed to by the contractor and MWBE necessary for the proper conduct of business.

Such submitted subcontract information shall obtain all agreements, both verbal and written, between your firm and the MWBE, and no other agreement shall exist, either expressed or implied, between the parties. The County's Contract Compliance Officer shall be informed in writing, with the appropriate supporting documentation, of any changes, additions and/or deletions to the executed MBE/WBE subcontracts.

The contractor will be required to submit to the Contract Compliance Officer, on a monthly basis, the minority and women business enterprise utilization report form supplying all the information requested thereon.

The County reserves the right to re-evaluate the utilization of MWBEs during the course of the project to ascertain that the MWBE's status and conditions of utilization on the contract remain as originally presented.

I-3.07 Promoting Diversity in the Workforce (EEO):

Minority and Women Workforce Goal: The County requires its contractors and their subcontractors to promote a diverse workforce, increasing opportunities for "minority/female workforce participation," where such term shall mean the aggregate number of person hours worked by minorities/females (including supervisory personnel) with respect to any work in connection with this agreement.

For purposes of this goal, "Minority" shall mean:

1. Black persons having origins in any of the Black African racial groups not of Hispanic Origin;

2. Hispanic persons of Mexican, Puerto Rican, Dominican, Cuban, Central or South American of either Indian or Hispanic origin, regardless of race;

3. Asian and Pacific Islander persons having origins in any of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands; and

4. American Indian or Alaskan Native persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification.

The minority/female workforce participation percentages shall be determined by dividing the minority/female workforce participation by the "total workforce participation," where such term shall mean the aggregate number of person hours worked (including training) by all workers in the building trades (including supervisory personnel) performing work pursuant to this contract.

The specific goal for each skilled and unskilled building trade shall be no less than eighteen percent (18%) minority and no less than twelve percent (12%) female, and in any event, no less than thirty percent (30%).

Bidder Responsibilities: You should review the workforce requirements of this project and be prepared to demonstrate an intent to comply with this requirement.

The County's Contract Compliance Office shall review the anticipated workforce participation within your firm, as documented by your submissions, and determine whether your bid is responsive to the goals of this project.

The Workforce Participation Plan shall indicate what positions will be allocated to minorities and females in compliance with the percentage goals of this contract. This Form shall be submitted prior to or no later than the date indicated on the Letter of Intent. The County may, at its sole discretion, waive this requirement in whole or in part if, after evaluation of the contract, it is found to be not conducive to providing employment opportunities to the extent required. Contractors may seek consideration of a reduction in the goal after all reporting requirement have been satisfied.

I-3.08 Non-Discrimination Requirements:

The Contractor shall include all of the following paragraphs (1) through (5) with respect to the performance of its agreement with the County ("Owner" for purposes of this subsection) in every subcontract it enters into for labor, services, supplies or equipment in such a manner that such provisions shall be binding upon all parties with whom such agreements are entered into:

1. Contractor shall not discriminate against an employee; or applicants for employment because of race, creed, color, national origin, ancestry, sex, age, disability, or marital status and shall undertake programs of affirmative action to ensure that such employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to, recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, lay-off or termination, rates of pay or other form of compensation, and selection for training or retraining, including apprenticeship and on-the-job training.

2. If the Contractor is directed by the Owner or State Agency, contractor shall request each employment agency, labor union and authorized representation of workers with which it has a collective bargaining or other agreement or understanding, to furnish it with a written statement that such employment agency, labor union or representative shall not discriminate because of race, creed, color, national origin, ancestry, sex, age, disability or marital status and that such union or representatives shall affirmatively cooperate in the implementation of contractor's obligation hereunder.

3. Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the contractor that all qualified applicants shall be afforded equal opportunity without discrimination because of race, creed, color, national origin, ancestry, sex, age, disability or marital status.

4. Contractor shall comply with the provisions of the Civil Rights Law of the State, as outlined in Article 15A and Section 291- 299 of the Executive Law of New York State. Chapter 198, Laws of New York State, Executive Order was 11246, 11375, 11114, 11925 and Chapter I, of Title 4OCFR part 8; shall furnish all information and reports deemed necessary by the Owner and New York State Agency; and shall permit access to its books, records, and accounts by the Owner and New York State Agency; and shall permit access to its books, records, and accounts by the Owner and New York State Agency having jurisdiction on this project for the purpose of monitoring compliance with these nondiscrimination clauses, Civil Rights Law and such sections of the Executive Law.

5. Contractor shall take such action in enforcing the foregoing provisions as the Owner and/or State Agency may direct, including sanctions and remedies for non-compliance. If Contractor becomes involved in or is threatened with litigation with any party as a result of such direction, contractor shall promptly notify the Owner and New York State Agency which has jurisdiction of such fact and, thereafter, such parties may interface in such action.

I-3.09 Non-compliance -- Enforcement and Remedies:

Failure to substantially comply with the MWBE and EEO Utilization Plan, the MWBE Workforce Participation (EEO) Goals, or the Rules and Regulations of the Division of Purchase shall be considered a material breach of the resulting contract. The County retains all rights, at law or in equity, to seek any and all remedies or recovery to which the County may be entitled. Further, the County shall have the right, in its discretion, to terminate the contract immediately. In such event of termination, you, as the contractor, shall be liable to the County for any additional costs or expenses incurred by the County in the completion of the project, and for any other recovery, costs and expenses to which the County may be entitled.

Further, such failure may render your firm as irresponsible, affecting eligibility for future contracts and work with the County.

Such remedies may include the County's withholding amounts of payments for work completed and/or materials otherwise due to the contractor (in whole or in part, depending on the nature and level of the deficiency), until such time as your firm demonstrates to the satisfaction of the County's Contract Compliance Officer compliance with the MWBE provisions contained herein. If, in the opinion of the County's Contract Compliance Officer, your firm is failing to make timely and satisfactory progress toward resolving MWBE noncompliance, the County may direct that work on the contract be stopped so that opportunities for additional MWBE utilization will not be exhausted.

I-3.10 Waiver of Claims:

Upon submitting a bid in response to this solicitation, you waive any and all claims for damages or extra costs or unrealized or lost revenue or profit or interest on monies withheld arising out of the County's MWBE program.

I-3.11 Contractor Obligations:

In addition to the foregoing, you are specifically advised of the following obligations:

You are made aware that this work may be funded through grants, including, without limitation, those made through the NYSDEC Clean Water/Clean Air Bond Act; USEPA State, Tribal and Government (STAG) grant; U.S. Army Corps of Engineers; Empire State Development Corporation, and Dormitory Authority State of New York. Further, the County may arrange financing through government agencies, including, without limitation, the NYSEFC State Revolving Loan Fund. All contractors shall be responsible for cooperating with the County to reach compliance with all applicable requirements under such grants regarding utilization of minority and women business enterprises and equal employment opportunities by promoting diversity within the workforce. In the event that you do not cooperate, you are advised that the County may elect to pursue reimbursement from you in connection with costs and damages actually incurred by the County from the granting agency as a result of such non-cooperation, including, without limitation, fees, fines, penalties, and return of grant funds.

Contractors are advised that if you are either a Minority Business Enterprise (MBE) or a Women Business Enterprise (WBE), performing on County projects as a prime contractor, you will be credited for your certification only and only required to solicit subcontractors to fulfill the other MBE or WBE goals in connection with work awarded through this solicitation.

Contractors are advised that you are responsible for compliance with the MWBE Utilization and Workforce Participation (EEO) goals. In the event that a local union either fails, or is unable, to refer qualified minority and female applicants in percentages equaling the goals as set forth herein, the Contractor may employ qualified minority or female applicants from any other available source.

INFORMATION FOR BIDDERS

SECTION 4 – INSURANCE, BONDS, DEFENSE, INDEMNIFICATION, AND HOLD HARMLESS, AND WORKERS' COMPENSATION AND DISABILITY BENEFITS

I-4.01. Liability Insurance

Contractor shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York and having an A. M. Best Company, Inc. financial strength rating of A- or better and an A. M. Best Company, Inc. financial size category of XV, personal injury liability insurance, as personal injury liability insurance is defined by New York State's Insurance Law § 1113 (a) (13), and property damage liability insurance, as property damage liability insurance is defined by New York State's Insurance Law § 1113 (a) (14), covering and applying to legal liability of the insured for damages, and to loss, damage, or expense incident to a claim of such liability, arising out of the death or injury of any person or out of injury to the economic interests of any person as the result of negligence in the rendering expert, fiduciary, or professional service or out of the loss or destruction of or damage to property, that occurs in the performance of, or in connection with, or collateral to, this agreement.

Contractor shall obtain the personal injury liability insurance and the property damage liability insurance by insurance contract or contracts, as insurance contract is defined by New York State's Insurance Law § 1101 (a) (1), specified and described in this agreement. Each insurance contract shall name Contractor as the insured in its declarations. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to name, make, and add County as additional insured so as to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance covering and applying to the legal liability of County for damages, as to the legal liability of the insured for damages, and covering and applying to the loss, damage, or expense incident to a claim of the legal liability of County for damages, as to loss, damage, or expense incident to a claim of the legal liability of the insured for damages. Each insurance contract, except a professional liability insurance contract, shall be endorsed by the insurer to obligate the insurer to provide the personal injury liability insurance and property damage liability insurance to County, as primary to, and not seek contribution from, any other insurance available to County by any other insurance contract naming County as the insured. Each insurance contract shall be endorsed by the insurer to obligate the insurer to give County written notice of any termination or substantive change of the insurance contract, at least 30 days before the termination or substantive change, by the insurer's delivering the notice to County's Department of Law, John H. Mulroy Civic Center, 421 Montgomery Street, Syracuse, NY 13202. Each insurance contract shall be approved and accepted by County.

Contractor shall obtain these insurance contracts:

Commercial general liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, however arising, in a minimum amount $1 million for each occurrence of, and in a minimum amount of $2 million for any aggregate of occurrences of, death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment,

expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Automobile liability insurance contract that shall obligate the insurer to provide personal injury liability insurance and property damage liability insurance, covering and applying to the legal liability of the insured for damages, and to the loss, damage, or expense incident to a claim of the legal liability of the insured for damages, arising out of the ownership, maintenance, or use of any motor vehicle, as motor vehicle is defined by New York State's Vehicle and Traffic Law § 125, in a minimum amount of $1 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Umbrella liability insurance contract that obligates the insurer to provide personal injury liability insurance and property damage liability insurance, in excess of that personal injury liability insurance and property damage liability insurance provided by any commercial general liability insurance contract, automobile liability insurance contract, and professional liability insurance contract required by this agreement, in a minimum amount of $5 million for each occurrence of death or injury of any person, or injury to the economic interests of any person, or loss or destruction of, or damage to, property, in each policy period, and be in effect continuously from the day of the making of this agreement through the day which is at least three years after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of work, in the performance of, or in connection with, or collateral to, this agreement.

Contractor shall deliver to County's Department of Law, before this agreement may be made or performed, and from time to time as is reasonable, as evidence that Contractor has obtained the insurance as required by this agreement, both a form certificate of insurance approved for use by New York's superintendent of insurance which identifies the insurance contracts obtained by Contractor and copies of the declarations of each insurance contract referred to in the form certificate of insurance. At the request of County, Contractor shall deliver to County's Department of Law a copy of any insurance contract required by this agreement.

I-4.02. Property Insurance

The County shall obtain, from an insurer authorized by a license in force pursuant to the insurance law of the state of New York to do an insurance business in the state of New York, property insurance written on a builder's risk "all-risks" completed value or equivalent policy form in an amount which is not less than the amount to be paid in total by County for Project completed, and that shall be in effect continuously from the day of the making of Agreement through the day which is after the day of the latest to happen of complete performance, final payment, expiration of any period of warranty, or expiration of any period for correction of Work. The insurance contract shall name County, Contractor, and Subcontractor in its declarations as the insured so as to obligate the insurer to provide to County, Contractor, and Subcontractor, as the named insured, such insurance covering and applying to any and all kinds of loss or damage to any and all kinds of property, and interests therein, which property is, or intended to be, part of or used in Project or Work, or is the subject of, or used in the performance of or in connection with or collateral to, Agreement.

I-4.03. Performance and Payment Bonds

A. Contractor, at Contractor's sole cost and expense, shall furnish a Performance Bond as security for faithful performance of the Contract, and a separate Labor and Material Payment Bond for the payment of all persons performing labor or furnishing materials in connection with the Contract. Each bond is to be furnished in five (5) copies.

B. Unless otherwise required in the Special Project Conditions, each bond shall be in an amount at least equal to one hundred (100) percent of the accepted Task Order value.

C. The form of the bonds and the surety company(s) on each bond shall be acceptable to the Owner. The surety company(s) on each bond shall be authorized to conduct business in the State of New York.

D. Unless otherwise required in the Special Project Conditions, each bond shall remain in force during the guarantee period for any and all Task Orders authorized by this Contract.

E. The Owner reserves the right to make any additions to, omissions from, or changes in Work or material called for in Contract Documents, without notice to the surety(s) on the bonds.

F. The Performance Bond and Labor and Material Payment Bond shall each identify Contract by Project Name, Contract Number and/or Name and Date of Contract. The Date of Contract shall be the date that the agreement is executed by the Onondaga County Executive. The contractor will be advised of the Date of Contract after Contract is executed and the date is known and shall thereupon promptly submit the required bond. The Notice to Proceed with work of the Contract will not be issued to Contractor until the required bonds have been reviewed and approved by the Onondaga County Attorney.

G. The bonds shall clearly identify the name, address and telephone number of the Surety's office and the name of the individual to whom correspondence concerning Contract may be sent. The Owner reserves the right to correspond with Contractor's surety in the event that non-performance or non-payment on the part of Contractor appears, in the sole judgment of the Owner, to be jeopardizing successful or timely completion of the Contract. However, the Owner shall have no obligation to initiate or maintain such correspondence or to otherwise notify or apprise Contractor's surety of the progress or status of Contract, and failure by the Owner to make such notifications shall not relieve Contractor or Contractor's surety from any obligation it may otherwise have.

I-4.04. Other Bonds

In addition to the Performance and Payment Bonds required herein above, the Contractor shall provide at the Contractor's expense such other specific bonds or special guarantees as may be called for in other sections of Contract. Examples of special bonds which may be required include, but are not limited to, roof bonds, maintenance bonds and bonds posted in lieu of required experience.

I-4.05. Additional Security

If at any time the Owner shall be or become dissatisfied with any surety or sureties then upon the surety bonds, or if for any other reason such bonds shall cease to be adequate security to the Owner, the Contractor shall within five (5) days after notice from the Owner to do so, substitute another bond or bonds and surety(s), both of which shall be acceptable to the Owner. No payments on current estimates shall be deemed due nor shall be made until the new sureties shall have qualified and been accepted by the Owner.

I-4.06. Defense, Indemnification, and Hold Harmless

To the fullest extent permitted by law, Contractor shall defend, indemnify, and hold harmless County and any person for whose acts or omissions County is legally responsible (County's Person) against and from:

any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Contractor or any person for whose acts or omissions Contractor is legally responsible (Contractor's Person) or any subcontractor of Contractor (Contractor's Subcontractor) or any person for whose acts or omissions Contractor's Subcontractor is legally responsible (Subcontractor's Person); and

any reasonable and necessary expense, cost, or fee, including attorney's fee, incurred by County in County's defending County or County's Person against or incident to any claim that County or County's Person is legally liable for damages arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Contractor or Contractor's Person or Contractor's Subcontractor or Subcontractor's Person; and

any damages for which County or County's Person is legally liable arising from injury to person or property which occurred during the performance of this agreement or in connection with or collateral to this agreement and was caused in whole or in part by the culpable conduct of Contractor or Contractor's Person or Contractor's Subcontractor or Subcontractor's Person.

I-4.07. Workers' Compensation and Disability Benefits

This agreement shall be void and of no effect unless Contractor and other person or entity making or performing this agreement shall secure compensation for the benefit of, and keep insured during the life of this agreement, the employees engaged thereon, in compliance with the provisions of the New York State workers' compensation law.

Contractor shall show, before this agreement may be made or performed, and at all times during the life of this agreement, that Contractor, and other person or entity performing this agreement, is in compliance with the provisions of the New York State workers' compensation law, by Contractor's delivering to County's Department of Law that New York State Workers' Compensation Board (Board) form or State Insurance Fund (Fund) form described in one of the following subparagraphs numbered 1, 2, 3, or 4, and that Board form described in one of the following subparagraphs numbered 5, 6, or 7:

1. Board form C-105.2 (Fund form U-26.3, if the insurer is the State Insurance Fund), subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement, has

secured compensation, as workers' compensation insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

2. Board form SI-12, completed by Board's self-insurance office and approved by Board's secretary, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, as Board approved workers' compensation self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

3. Board form GSI-105.2, completed by the group self-insurance administrator, showing that Contractor, and other person or entity making or performing this agreement, has secured compensation, by being a participant in a workers' compensation group self-insurance plan, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

4. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement or the Work is not required to secure compensation for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

5. Board form DB-120.1, subscribed by the insurer, showing that Contractor, and other person or entity making or performing this agreement has secured the payment of disability benefits, as disability benefits insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

6. Board form DB-155, completed by Board's self-insurance office and approved by Board, showing that Contractor, and other person or entity making or performing this agreement, has secured disability benefits, as Board approved disability benefits self-insurance, for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

7. Board form CE-200 bearing an exemption certificate number issued by Board, showing that Contractor, and other person or entity making or performing this agreement is not required to secure disability benefits for the benefit of all employees, in compliance with the provisions of the New York State workers' compensation law.

INFORMATION FOR BIDDERS

SECTION 5 – CONFLICT OF INTEREST

I-5.01. Conflict of Interest.

A. Affidavit: At the time the Contract is executed and, prior to performing any services, the Contractor shall serve upon the County Attorney the attached Affidavit certifying that the Contractor has no interest and will not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of services to the County. The Affidavit shall further state that the Contractor agrees that in the rendering of services to the County no persons having any such interest shall be employed by the Contractor. The Contractor assumes full responsibility for knowing whether its employees or agents have any such interest and in certifying the absence of such conflict to the County.

B. Duty to Disclose: During the course of performing services for the County, the Contractor agrees to disclose immediately to the County, by Affidavit, every known or apparent conflict of interest and every ostensible or potential conflict of interest of the Contractor, its employees and agents. The duty to disclose is a continuing duty. The Contractor agrees that disclosure is a material obligation of the contract and that failure to comply with these provisions affords the County the right to pursue any and all remedies for breach of contract. In the event of an apparent or actual conflict of interest during the course of performance, the Contractor agrees that all work, services and payments shall be suspended pending final approval by the County or the County Board of Ethics. If the conflict cannot be resolved to the satisfaction of the County, the County may terminate the contract by written notice. Nothing herein shall be construed as limiting or waiving the County's right to pursue damages or other remedies.

A conflict of interest includes any circumstance which might influence or appear to influence the judgment of the Contractor, and the Contractor shall disclose the same. The Contractor shall disclose further the acceptance of compensation, monetary or otherwise, from more than one (1) payor or party for services on the same project or related project. The Contractor shall disclose further the direct or indirect solicitation or acceptance of financial or other consideration parties other than the County for such work on the project to which this contract pertains. If applicable, the Contractor shall disclose further the direct or indirect acquisition of any interest in the real estate which is the subject of the project, or in the immediate vicinity thereof. A conflict of interest on the part of the Contractor's employees or agents shall be deemed a conflict of interest on the part of the Contractor, giving rise to the same duty to disclose.

C. Duty to Maintain Confidentiality: The Contractor agrees not to disclose any data, facts or information concerning services performed for the County or obtained while performing such services, except as authorized by the County in writing or as may be required by law, funding or financing agreements.

INFORMATION FOR BIDDERS

SECTION 6 – COUNTY and NEW YORK STATE PROVISIONS

I-6.01 County Provisions

It is the public policy of the County of Onondaga that prevailing wages and supplements in accordance with the New York State Labor Law be paid to all workers engaged to perform work under public works contracts with the County of Onondaga. The County of Onondaga reserves the right to consider evidence of a violation of the New York State Labor Law in connection with the award of contracts for public work or the approval of subcontractors in connection with such work. At the discretion of the County of Onondaga, a finding by the New York State Department of Labor of one willful violation of a provision of the New York State Labor Law shall constitute evidence and sufficient grounds for the denial of the award of such contracts. All departments are directed to report to the Department of Law any evidence of a violation of the labor laws by the apparent low bidder seeking award of a public contract.

In the event that the contractor shall fail to pay the prevailing wages and supplements in accordance with Article 8 of the New York State Labor Law, Section 220 et. seq., and as described in this contract, it shall be considered a material breach of contract.

For the breach or violation of this provision, without limiting any other rights, remedies or recovery to which the County or any individual may be entitled or any civil or criminal penalty for which any violator may be liable, the County shall have the rights, in its discretion to terminate this agreement immediately upon notice. In such event, the contractor shall be liable to the County for any additional costs or expenses incurred by the County in the completion of the project, and for any other recovery, costs and expenses to which the County may be entitled.

I-6.02 New York State Provisions

The Contractor and every subcontractor shall comply with all applicable provisions of Article 8, Sections 220-223 of the New York State Labor Law, as amended, in accordance with the New York State Department of Labor Contract Requirements and Wage Rate Schedule, which is included herein and made a part hereof (Appendix C), including the submission of Certified Payrolls, as described therein, whenever work is in progress, and prior to processing of progress payments to the Contractor. Certified Payrolls shall be submitted bi-weekly regardless of whether progress payment applications are being made.

In the event the Wage Rates are redetermined by the Department of Labor, the new Prevailing Wage Rate Schedule shall become a part of the Contract at no additional cost to the County. It is the responsibility of the Contractor to determine appropriate wage rates in compliance with Article 8 of the New York State Labor Law.

The Contractor and every subcontractor shall comply with the provisions of the following New York State clauses: “Standard Clauses for all New York State Contracts,” and “Standard Clauses for all New York State Department of Environmental Conservation Contracts.” The current published standard clauses at the time of the bid are included in Appendix D and E, respectively.

SECTION 7 – AMERICAN IRON AND STEEL PROVISIONS

I-7.01 American Iron and Steel Provisions

The Contractor acknowledges to and for the benefit of the County of Onondaga ("Purchaser") and New York (the "State") that it understands the goods and services under this Agreement are being funded with monies made available by the Clean Water State Revolving Fund and/or Drinking Water State Revolving Fund that have statutory requirements commonly known as "American Iron and Steel;" that requires all of the iron and steel products used in the project to be produced in the United States ("American Iron and Steel Requirement") including iron and steel products provided by the Contactor pursuant to this Agreement. The Contractor hereby represents and warrants to and for the benefit of the Purchaser and the State that (a) the Contractor has reviewed and understands the American Iron and Steel Requirement, (b) all of the iron and steel products used in the project will be and/or have been produced in the United States in a manner that complies with the American Iron and Steel Requirement, unless a waiver of the requirement is approved, and (c) the Contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the American Iron and Steel Requirement, as may be requested by the Purchaser or the State. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the Contractor shall permit the Purchaser or State to recover as damages against the Contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the Purchaser or State resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State or any damages owed to the State by the Purchaser). While the Contractor has no direct contractual privity with the State, as a lender to the Purchaser for the funding of its project, the Purchaser and the Contractor agree that the State is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State.

A sample letter of certification for AIS compliance has been included on the following page. All products provided under this contract, constructed of iron and/or steel, shall comply with this provision. The letter of certification shall be submitted to the Engineer during shop drawing review.

The following information is provided as a sample letter of certification for AIS compliance. Documentation must be provided on company letterhead.

Date

Company Name

Company Address City,

State Zip

Subject: American Iron and Steel Certification for Project (XXXXXXXXXX)

I, (company representative), certify that the following products and/or materials shipped/provided to the subject project are in full compliance with the American Iron and Steel requirement as mandated in EPA's State Revolving Fund Programs.

Item, Products and/or Materials:

1. Xxxx
2. Xxxx
3. Xxxx

Such process took place at the following location:

_____

If any of the above compliance statements change while providing material to this project, we will immediately notify the prime contractor and the Engineer.

Signed by company representative

APPENDICES TO
INFORMATION FOR BIDDERS

Appendix A

Onondaga County MBE/WBE Forms

Appendix B

Sample Worker's Compensation Forms

Appendix C

New York State Department of Labor
Contract Requirements and Wage Rate Schedule
(Complete)

Appendix D

"Standard Clauses for all New York State Contracts,"

Appendix E

"Standard Clauses for all New York State Department of Environmental Conservation Contracts"

Appendix F

NYS Revolving Fund Bid Terms and Conditions
(Effective October 1, 2025)

Appendix A

Onondaga County MWBE Forms

Onondaga County Division of Purchase

MWBE & EEO Utilization Plan

Table of Contents

Section I: Vendor Information ____ 2

Section II: Projected MWBE Summary ____ 2

Section III: Projected EEO Summary ____ 2

Section IV: MWBE Subcontractor Information ____ 3

Section V: EEO Summary by Title ____ 4

Section VI: Signed Letter of Intent ____ 5

MWBE & EEO Utilization Plan

Instructions:

Prime Contractor must entirely complete **Sections I - VI. This form MUST be included with the bid package.**

Section I: Vendor Information

Prime Contractor Name:			
Address:	City:	State:	Zip Code
Email:	Telephone:		
Authorized Representative Name (Print):	Title:		
Bid Number:	Bid Description:		

Section II: Projected MWBE Summary

	%	Amount ($)
1. Total Dollar Value of the Prime Contract	100	
2. MBE Goal Applied to the Contract		
3. WBE Goal Applied to the Contract		
4. MBE/WBE Combined Totals		

Section III: Projected EEO Summary

	%	# of Employees	Work Hours
1. Total # of Employees/ Work Hours	100		
2. Total Goal for Minority Employees			
3. Total Goal for Female Employees			
4. EEO Workforce Combined Totals			

MWBE & EEO Utilization Plan

Section IV: MWBE Subcontractor Information

MWBE Subcontractor Name:		Address:	
City:	State:	Telephone:	
Email:		Zip Code:	☐ MBE or ☐ WBE
Description of Work:			
Project Contract Amount: $	Estimated Project Start Date:	Contract Payment Schedule: ☐ Monthly ☐ Bi-Weekly ☐ Weekly	

MWBE Subcontractor Name:		Address:	
City:	State:	Telephone:	
Email:		Zip Code:	☐ MBE or ☐ WBE
Description of Work:			
Project Contract Amount: $	Estimated Project Start Date:	Contract Payment Schedule: ☐ Monthly ☐ Bi-Weekly ☐ Weekly	

MWBE Subcontractor Name:		Address:	
City:	State:	Telephone:	
Email:		Zip Code:	☐ MBE or ☐ WBE
Description of Work:			
Project Contract Amount: $	Estimated Project Start Date:	Contract Payment Schedule: ☐ Monthly ☐ Bi-Weekly ☐ Weekly	

MWBE Subcontractor Name:		Address:	
City:	State:	Telephone:	
Email:		Zip Code:	☐ MBE or ☐ WBE
Description of Work:			
Project Contract Amount: $	Estimated Project Start Date:	Contract Payment Schedule: ☐ Monthly ☐ Bi-Weekly ☐ Weekly	

MWBE & EEO Utilization Plan

In order to achieve the EEO Goals, Minorities and Females are expected to be employed in the following job categories for the specified amount of work hours. The **MWBE Goal requirements** are **18% for Minority** and **12% for Women**, for a **total of 30%**.

Section V: EEO Summary by Title							
		All Employees Hours		Minority Employee Hours			
Job Categories	Total Work Hours of Contract	Males	Females	Black	Asian	Native American	Hispanic
Officials/ Managers							
Professionals							
Technicians							
Sales Workers							
Office/Clerical							
Craftsmen							
Laborers							
Service/Workers							
Totals							

MWBE & EEO Utilization Plan

Section VI: Signed Letter of Intent

Owner: Onondaga County	Bid Number:

Dear Owner:

I, _____ intend to perform
(Name of Subcontractor)

_____
(Description of Work)

in the amount of _____ for _____.
(Total Dollar Amount or EEO Hours) (Name of Prime Contractor)

I, _____ will sign a formal contract for the work
(Name of Subcontractor)
conditioned upon the approval of your executed contract with the prime contractor.

Date of MWBE Certification: _____ Estimated Project Start Date: _____
(If Applicable)

Subcontractor Name & Title:	☐ MBE ☐ WBE ☐ EEO
Address:	City:
State: / Zip Code:	Telephone:
Email:	
Subcontractor Representative Signature:	Date:

Prime Contractor Name & Title:	☐ MBE ☐ WBE ☐ EEO
Address:	City:
State: / Zip Code:	Telephone:
Email:	
Prime Contractor Representative Signature:	Date:

Appendix B

Sample Workers Compensation Forms

WC/DB100/101 100 Broadway Menands ALBANY 12241 (866) 750-5157 Fax# (518) 473-9186	WC/DB100/101 State Office Building 44 Hawley Street BINGHAMTON 13901 (866) 802-3604 Fax# (607) 721-8324	WC/DB100/101 111 Livingston St. 22nd Floor BROOKLYN 11201 (800) 877-1373 Fax# (718) 802-6642	107 Delaware Ave. BUFFALO 14202 (866) 211-0545 Fax# (716) 842-2132	WC/DB100/101 220 Rabro Drive Suite 100 HAUPPAUGE 11788 (866) 681-5354 Fax# (631) 952-7966	NYS WCB WC/DB100/101 175 Fulton Ave. HEMPSTEAD 11550 (866) 805-3630 Fax# (516) 560-7807	WC/DB100/101 215 W. 125th St. 3rd Floor NEW YORK 10027 (800) 877-1373 Fax# (212) 316-9183	WC/DB100/101 41 North Division St. PEEKSKILL 10566 (866) 746-0552 Fax# (914) 788-5793	165-46 91st Ave. 3rd Floor QUEENS 11432 (800) 877-1373 Fax# (718) 291-7248	NYS WCB WC/DB100/101 130 Main St. ROCHESTER 14614 (866) 211-0544 Fax# (585) 238-8351	NYS WCB WC/DB100/101 935 James St. SYRACUSE 13203 (866) 802-3730 Fax# (315) 423-2938

Affidavit For New York Entities And Any Out Of State Entities With No Employees, That New York State Workers' Compensation And/Or Disability Benefits Insurance Coverage Is Not Required

(Incomplete forms will be returned – Please contact an attorney if you have any questions regarding this form.)

****This form cannot be used to waive the workers' compensation rights or obligations of any party including a subcontractor****

The applicant may use this Affidavit **ONLY** to show a government entity that New York State specific worker compensation and/or disability benefits insurance is not required. The applicant may **NOT** use this form to show either oth businesses or those business' insurance carriers that such insurance is not required.

Applicant must either fax or mail this completed form to the closest New York State Workers' Compensation Board office at th fax number or address listed on the top of this form. Incomplete forms will be returned.

Please note: This statement *must be notarized* and also have been *stamped* by the New York State Workers' Compensation Board. This affida will not be accepted by government officials one year from the date received by the Workers' Compensation Board.

Upon receipt of a fully completed WC/DB 100 form, the Workers' Compensation Board will stamp this form as received and return it to you by eith mail or fax. Please provide a copy (or the original, if required by the government entity) of this stamped form to the government entity from which yo are requesting a permit, license or contract.

In the Application of (Business Name and Address)

_____

_____

_____

for a _____ permit/license/contract

State of _____)
) ss.:
County of _____)

_____ *(applicant's name)* being duly sworn, deposes and says:

1. I am the _____ *(position)* with _____ *(business or trade name)*, _____ *(type of business)*. The telephone number of the business is (____)_____. The Feder Employer Identification Number of the business (or the Social Security Number of the business owner) is _____ The New York State Unemployment Insurance Employer Registration Number (if any) of the business is _____. I affir that due to my position with the above-named business I have the knowledge, information and authority to make this affidavit.
2. My personal address is _____ and my home telephone number (____)_____.
3. That the above named business is applying for a _____ *(type of permit/ license/contra applying for)* from _____ *(governmental entity issuing the permit/ license/contract).*
   3a) {Optional – Location of where work will be performed in New York Sta _____ from _____ to _____ *(dates necessa to complete work associated with permit/license/contract).* The estimated dollar amount of project is _____. *}*
4. That the above named business is certifying that it is exempt from obtaining New York State specific workers' compensatic insurance coverage for the following reason (to be eligible for exemption, applicant must be able to truthfully check **ONE** of the boxe from 4a. through 4h.):

☐ 4a.) the business is owned by one individual and is not a corporation. Other than the owner, there are no employees, leased employees, borrowed employees, part-time employees, subcontractors or unpaid volunteers (including family members).

☐ 4b.) the business is a partnership under the laws of New York State and is not a corporation. Other than the partners, there are n employees, leased employees, borrowed employees, part-time employees, subcontractors or unpaid volunteers (including famil members). ***(Must attach separate sheet with a list of all the partners names and also with the signatures of all the partners.)***

☐ 4c.) the business is a one person owned corporation, with that individual owning all of the stock and holding all offices of th corporation Other than the corporate owner, there are no employees, leased employees, borrowed employees, part-time employee subcontractors or unpaid volunteers (including family members).

☐ 4d.) the business is a two person owned corporation, with those individuals owning all of the stock and holding all offices of t corporation (each individual must own at least one share of stock). Other than the corporate owners, there are no employees, leas employees, borrowed employees, part-time employees, subcontractors or unpaid volunteers (including family members). *(Must atta separate sheet with a list of the names of both owners, and also with both owners' signatures.)*

☐ 4e.) the applicant is a nonprofit entity (under IRS rules). With the exception of clergy or teachers, the nonprofit has no compensat individuals or subcontractors providing any services.

☐ 4f.) the business is a farm with less than $1,200 in payroll the preceding calendar year.

☐ 4g.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. On uncompensated friends/family are helping to build this structure.

☐ 4h.) other than the business owner(s) and individuals obtained from a registered temporary service agency, there are no employee leased employees, borrowed employees, part-time employees, subcontractors or unpaid volunteers (including family members). Oth than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agenc and that agency has covered these individuals for New York State workers' compensation insurance. In addition, the business owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two perso owned corporation, with those individuals owning all of the stock and holding all offices of the corporation

5. That the above named business is certifying that it is exempt from obtaining New York State disability benefits insurance coverage f the following reason (to be eligible for exemption, applicant must be able to truthfully check **ONE** of the boxes from 5a. through 5f.):

☐ 5a.) the business is owned by one individual or is a partnership under the laws of New York State and is not a corporation; or is a or or two person owned corporation, with those individuals owning all of the stock and holding all offices of the corporation. In addition the business does not require disability benefits coverage at this time since it has not employed one or more individuals on at least days in any calendar year in New York State. *(Independent contractors are not considered to be employees under the Disabili Benefits Law.)*

☐ 5b.) the applicant is a political subdivision that is legally exempt from providing statutory disability benefits coverage.

☐ 5c.) the applicant is a nonprofit religious, charitable or educational institution. With the exception of executive officers, clerg sextons, teachers or professionals, the nonprofit has no compensated individuals providing services.

☐ 5d.) the business is a farm and all employees are farm laborers.

☐ 5e.) the applicant is a homeowner serving as the general contractor for his/her primary/secondary personal residence. On uncompensated friends/family are helping to build this structure.

☐ 5f.) other than the business owner(s) and individuals obtained from the temporary service agency, there are no other employees. Othe than the business owner(s), all individuals providing services to the business are obtained from a registered temporary service agenc and that agency has covered these individuals for New York State disability benefits insurance. In addition, the business is owned b one individual or is a partnership under the laws of New York State and is not a corporation; or is a one or two person owne corporation, with those individuals owning all of the stock and holding all offices of the corporation.

6. That if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, such as the hirin of employees, the above-named business will immediately acquire appropriate New York State specific workers' compensation insuranc and/or disability benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers Compensation Board to the government entity listed in item 3 on the front of this form.

7. That based on the facts presented, I certify that the above-named business does not require (check box 7a. and/or 7b.):

☐ 7a.) workers' compensation insurance. (applicant must have checked **ONE** of the boxes from 4a. through 4h.)

☐ 7b.) disability benefits insurance. (applicant must have checked **ONE** of the boxes from 5a. through 5f.)

8. By signing my name below, **I hereby affirm that the statements made herein are true, that I have not made any materially fals statements and I make this affidavit under the penalties of perjury.** I further affirm that I understand that any false statemen representation or concealment will subject me to **felony** criminal prosecution, including jail and civil liability in accordance with th Workers' Compensation Law and all other New York State laws.

_____
(Applicant's Signature – first and last name)

Sworn to before me this _____
Day of _____, 20__

_____
Notary Public

NYS Workers' Compensation Board Received Stamp

Because this is a sworn affidavit, employees of the Workers' Compensation Board cannot assist applicants in answering questions about this form.

WC/DB100/101 100 Broadway Menands ALBANY 12241 (866) 750-5157 Fax# (518) 473-6165	WC/DB100/101 State Office Building 44 Hawley Street BINGHAMTON 13901 (866) 802-3604 Fax# (607) 721-8324	WC/DB100/101 111 Livingston St. 22nd Floor BROOKLYN 11201 (800) 877-1373 Fax# (718) 802-6642	107 Delaware Ave. BUFFALO 14202 (866) 211-0645 Fax# (716) 842-2132	WC/DB100/101 220 Rabro Drive Suite 100 HAUPPAUGE 11788 (866) 681-5354 Fax# (631) 952-7966	NYS WCB WC/DB100/101 175 Fulton Ave. HEMPSTEAD 11550 (866) 805-3630 Fax# (516) 560-7807	WC/DB100/101 215 W. 125th St. 3rd Floor NEW YORK 10027 (800) 877-1373 Fax# (212) 316-8183	WC/DB100/101 41 North Division St. PEEKSKILL 10566 (866) 746-0552 Fax# (914) 788-5793	168-46 91st Ave. 3rd Floor QUEENS 11432 (800) 877-1373 Fax# (718) 291-7248	NYS WCB WC/DB100/101 130 Main St. ROCHESTER 14614 (866) 211-0644 Fax# (585) 238-8351	NYS WCB WC/DB100/10 935 James St SYRACUSE 13203 (866) 802-373 Fax# (315) 42 2938

(Incomplete forms will be returned – Please contact an attorney if you have any questions regarding this form.)

This form cannot be used to waive the workers' compensation rights or obligations of any party including a subcontractor*

The applicant may use this Affidavit ONLY to show a government entity that New York State specific workers' compensation and/or disability benefits insurance is not required. The applicant may NOT use this form to show either other businesses or those business' insurance carriers that such insurance is not required.

Applicant must either fax or mail this completed form to the closest New York State Workers' Compensation Board office at the fax number or address listed on the top of this form. Incomplete forms will be returned.

Please note: This statement *must be notarized* and also have been *stamped* by the New York State Workers' Compensation Board. This affidavit will not be accepted by government officials one year from the date received by the Workers' Compensation Board.

Upon receipt of a fully completed WC/DB-101 form, the Workers' Compensation Board will stamp this form as received and return it to you by either mail or fax. Please provide a copy (or the original, if required by the government entity) of this stamped form to the government entity from which you are requesting a permit, license or contract.

In the Application of (Business Name and Address)

_____

_____

_____

for a _____ permit/license/contract

State of _____)
) ss.:
County of _____)

_____ *(applicant's name)* being duly sworn, deposes and says:

1. I am the _____ *(position)* with _____ *(business or trade name)*, a _____ *(type of business)*. The telephone number of the business is (____)_____. The Federal Employer Identification Number of the business (or the Social Security Number of the business owner) is _____. The New York State Unemployment Insurance Employer Registration Number (if any) of the business is _____. I affirm that due to my position with the above-named business I have the knowledge, information and authority to make this affidavit.

2. My personal address is _____ and my home telephone number is (____)_____.

3. That the above named business is applying for a _____ *(type of permit/ license/contract applying for)* from _____ *(governmental entity issuing the permit/ license/contract)*.
3a) {Optional – Location of where work will be performed in New York State _____ from _____ to _____ *(dates necessary to complete work associated with permit/license/contract).* The estimated dollar amount of project is _____.*}*

4. That the above named business is certifying that it is exempt from obtaining New York State specific workers' compensation insurance coverage for the following reason (to be eligible for exemption, applicant must be able to truthfully check either box 4a or 4b

☐ 4a) the business is from outside of New York State, and wishes to use its foreign or other state's workers' compensation insuran policy to cover its employees while they are working in New York State. *To check this box, the applicant **MUST** have New Yo (NY) specifically listed on Item 3C on the Information Page of its workers' compensation insurance policy (Exception-3C covera not required for contracts where **ALL** work is done outside of New York State), and **MUST** attach a certificate of insurance from foreign or other State's workers' compensation insurance policy to this Affidavit (and listed the governmental entity issuing t permit/ license/contract as the Certificate Holder). Further, by checking box "4a" on this form, the applicant **CERTIFIES** that f the period covered by this exemption form the above business **DOES NOT or WILL NOT meet any of the following four criter (4aa. – 4ad.).***

4aa. has a physical location within New York State, nor

4ab. has more than $50,000 in labor costs in a calendar year for employees and subcontractors working in New York State, nor

4ac. has one or more employees (including subcontractors) with a primary work location or hired within New York State, nor

4ad. has an employee or employees (including subcontractors) working in New York State more than 90 days in a calendar year.

Applicants that meet any of the above four criteria (4aa. – 4ad.), CANNOT check "box 4a" on this form and CANNOT file th form for a workers' compensation exemption. ***PLEASE NOTE: Applicants that meet any of the above four criteria (4aa. – 4ad.), a REQUIRED to have a full New York State workers' compensation policy (NY listed under Item 3A on the Information Page of t insurance policy) and must file either a C-105.2 – Certificate of Workers' Compensation Insurance OR a U-26.3, the State Insuran Fund's version of this form (the business' insurance carrier will send these forms to the government entity issuing the permit, licen or contract upon the business' request) as proof of this coverage. [Applicants that DO NOT meet any of the above four criteria (4a – 4ad.) are NOT required to have NY listed under Item 3A on the Information Page of the insurance policy. Instead, the out-of-sta employer's employees will be covered when working in New York by having NY listed in Item 3C on the Information Page of t workers' compensation insurance policy (the other-states section).]***

☐ 4b) All employees from the entity applying for the permit, license or contract are direct employees of a government entity outside New York State and such employees are outside the jurisdiction of New York State workers' compensation coverage. *(Applica **MUST** attach a certificate of insurance from its foreign or other State's workers' compensation insurance policy to this Affidavit)*

5. That the above named business is certifying that it is exempt from obtaining New York State disability benefits insurance coverage f the following reason (to be eligible for exemption, applicant must be able to truthfully check **ONE** of the boxes from 5a. through 5b.):

☐ 5a.) the business does not require disability benefits coverage at this time since it has not employed one or more individuals on least 30 days in any calendar year in New York State. *(Independent contractors are not considered to be employees under t Disability Benefits Law.)*

☐ 5b.) All employees from the entity applying for the permit, license or contract are direct employees of a government entity outside New York State and such employees are outside the jurisdiction of New York disability benefits coverage.

6. That if circumstances change so that workers' compensation insurance and/or disability benefits coverage is required, the abov named business will immediately acquire appropriate New York State specific workers' compensation insurance and/or disabili benefits coverage and also immediately furnish proof of that coverage on forms approved by the Chair of the Workers' Compensatio Board to the government entity listed in item 3 on the front of this form.

7. That based on the facts presented, I certify that the above-named business does not require (check box 7a. and/or 7b.):

☐ 7a.) workers' compensation insurance. (applicant must have checked box 4a or 4b and attached a certificate of insurance from i foreign or other State's workers' compensation insurance policy to this Affidavit)

☐ 7b.) disability benefits insurance. (applicant must have checked either box 5a.or 5b.)

8. By signing my name below, **I hereby affirm that the statements made herein are true, that I have not made any materially fal statements and I make this affidavit under the penalties of perjury.** I further affirm that I understand that any false statemen representation or concealment will subject me to **felony** criminal prosecution, including jail and civil liability in accordance with th Workers' Compensation Law and all other New York State laws.

_____
(Applicant's Signature – first and last name)

Sworn to before me this _____
Day of _____, 20__

_____
Notary Public

NYS Workers' Compensation Board Received Stamp

Because this is a sworn affidavit, employees of the Workers' Compensation Board cannot assist applicants in answering questions about this form.

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF NYS WORKERS' COMPENSATION INSURANCE COVERAGE

1a. Legal Name and address of Insured (Use street address only) Work Location of Insured *(Only required if coverage is specifically limited to certain locations in New York State, i.e. a Wrap-Up Policy)*	1b. Business Telephone Number of Insured 1c. NYS Unemployment Insurance Employer Registration Number of Insured 1d. Federal Employer Identification Number of Insured or Social Security Number
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as the Certificate Holder)	**3a. Name of Insurance Carrier** **3b. Policy Number of entity listed in box "1a":** **3c. Policy effective period:** _____ to _____ **3d. The Proprietor, Partners or Executive Officers are:** ☐ **included.** (Only check box if all partners/officers included) ☐ **All excluded or certain partners/officers excluded.** **3e. Demolition is:** ***(Definition of Demolition on Reverse)*** ☐ **included.** ☐ **excluded.**

SAMPLE

This certifies that the insurance carrier indicated above in box "3a" insures the business referenced above in box "1a" for workers' compensation under the New York State Workers' Compensation Law. (To use this form, New York (NY) must be listed under Item 3A on the INFORMATION PAGE of the workers' compensation insurance policy). The Insurance Carrier or its licensed agent will send this Certificate of Insurance to the entity listed above as the certificate holder in box "2".

The Insurance Carrier will also notify the above certificate holder within 10 days IF a policy is canceled due to nonpayment of premiums or within 30 days IF there are reasons other than nonpayment of premiums that cancel the policy or eliminate the insured from the coverage indicated on this Certificate. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year after this form is approved by the insurance carrier or its licensed agent.

Please Note: Upon the cancellation of the workers' compensation policy indicated on this form, if the business continues to be named on a permit, license or contract issued by the certificate holder, the business must provide that certificate holder with a new Certificate of Workers' Compensation Coverage or other authorized proof that the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative or licensed agent of the insurance carrier referenced above and that the named insured has the coverage as depicted on this form.

Approved by: _____
(Print name of authorized representative or licensed agent of insurance carrier)

Approved by: _____
(Signature) (Date)

Title: _____

Telephone Number of authorized representative or licensed agent of insurance carrier: _____

***Please Note:** Only insurance carriers and their licensed agents are authorized to issue the C-105.2 form. Insurance brokers are NOT authorized to issue it.*

Section 57. Restriction on issue of permits and the entering into contracts unless compensation is secured.

1. The head of a state or municipal department, board, commission or office authorized or required by law to issue any permit for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, and notwithstanding any general or special statute requiring or authorizing the issue of such permits, shall not issue such permit unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter. Nothing herein, however, shall be construed as creating any liability on the part of such state or municipal department, board, commission or office to pay any compensation to any such employee if so employed.

2. The head of a state or municipal department, board, commission or office authorized or required by law to enter into any contract for or in connection with any work involving the employment of employees in a hazardous employment defined by this chapter, notwithstanding any general or special statute requiring or authorizing any such contract, shall not enter into any such contract unless proof duly subscribed by an insurance carrier is produced in a form satisfactory to the chair, that compensation for all employees has been secured as provided by this chapter.

Definition of Demolition (Box "3e." on the reverse side of this form)

A building wrecking or demolition is one where a building, chimney or steeple is razed, or where a floor, exterior wall or roof is removed. If the contract involves only the removal of interior walls, partitions or the facing only of any exterior wall, it is not considered demolition.

Out-of-State Companies Working in NYS – NYS Workers' Compensation and Disability Benefits Requirements for Permits, Licenses or Contracts issued by NYS Government Entities

Generally, employers must have a workers' compensation policy or a combination of policies that cover each state in which they employ permanent employees to cover on-the-job accidents and disabilities. As you are probably aware, certain insurance carriers write policies that cover multiple states. "Riders" found under sections 3A and 3C on the Information Page of the policy specify the states of coverage. In addition, the operations covered in each state are identified in attachments to the policy.

In addition to any other state's workers' compensation coverage, an out-of-state employer needs to be specifically covered for NYS workers' compensation insurance when there are "sufficient contacts" between that employer and the state. While there is no single determinative factor, any of the following criteria could be the basis for finding "sufficient contacts" requiring New York coverage:

- a physical location within New York State;
- $50,000 in payroll during a calendar year in New York State;
- one or more employees (including subcontractors) with a primary work location or hired within New York State; or
- employees (including subcontractors) working in New York State for more than 90 days during a calendar year.

If an out-of-state employer meets any of the above criteria, it is required to carry a New York State workers' compensation policy. When New York is listed in Item 3A on the Information Page of an employer's workers' compensation insurance policy, the employer is fully covered under the NYS Workers' Compensation Law. If insured through a private insurance carrier, the out-of-state employer must file a C-105.2 – Certificate of Workers' Compensation Insurance (the business' insurance carrier will send this form to the government entity upon request) **PLEASE NOTE:** The New York State Insurance Fund provides its own version of this form, the U-26.3. If the out-of-state employer is legally self-insured in New York State, the out-of-state employer must file a SI-12 – Certificate of Workers' Compensation Self-Insurance (the business calls the Board's Self-Insurance Office at 518-402-0247). If the out-of-state employer is participating in group self-insurance, the out-of-state employer must file a GSI-105.2 – Certificate of Participation in Worker's Compensation Group Self-Insurance (the business' Group Self-Insurance Administrator will send this form to the government entity upon request).

If an out-of-state employer does not meet any of the above criteria and has New York (NY) listed in Item 3C on the Information Page of its workers' compensation insurance policy (the Other States Insurance section), NYS specific coverage is not required and the employer may be able to use its own state's workers' compensation coverage by filing a WC/DB-101 form. [The out-of-state employer's employees will be covered under NY benefits when working in New York by having NY listed in Item 3C on the Information Page of the workers' compensation insurance policy (the Other States Insurance section).]

SAMPLE

199 CHURCH STREET, NEW YORK, N.Y. 10007-1100
Phone: (212) 587-3976

CERTIFICATE OF WORKERS' COMPENSATION INSURANCE

POLICYHOLDER	CERTIFICATE HOLDER

POLICY NUMBER	CERTIFICATE NUMBER	PERIOD COVERED BY THIS CERTIFICATE	DATE

THIS IS TO CERTIFY THAT THE POLICYHOLDER NAMED ABOVE IS INSURED WITH THE NEW YORK STATE INSURANCE FUND UNDER POLICY NO. 1195 111-8 UNTIL 04/16/2004 COVERING THE ENTIRE OBLIGATION OF THIS POLICYHOLDER FOR WORKERS' COMPENSATION UNDER THE NEW YORK WORKERS' COMPENSATION LAW WITH RESPECT TO ALL OPERATIONS IN THE STATE OF NEW YORK, EXCEPT AS INDICATED BELOW.

IF SAID POLICY IS CANCELLED, OR CHANGED PRIOR TO IN SUCH MANNER AS TO AFFECT THIS CERTIFICATE, 10 DAYS WRITTEN NOTICE OF SUCH CANCELLATION WILL BE GIVEN TO THE CERTIFICATE HOLDER ABOVE. NOTICE BY REGULAR MAIL ADDRESSED SHALL BE SUFFICIENT COMPLIANCE WITH THIS PROVISION. THE NEW YORK STATE INSURANCE FUND DOES NOT ASSUME ANY LIABILITY IN THE EVENT OF FAILURE TO GIVE SUCH NOTICE.

THIS CERTIFICATE DOES NOT APPLY TO BUILDING DEMOLITION.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS NOR INSURANCE COVERAGE UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICY.

THIS POLICY IS CANCELLED EFFECTIVE

SAMPLE

NEW YORK STATE INSURANCE FUND

Vincent M. Iacovello

DIRECTOR, INSURANCE FUND UNDERWRITING

This certificate can be validated on our web site at https://www.nysif.com/cert/certval.asp

VALIDATION NUMBER: 37185081-

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
20 PARK STREET
ALBANY, NY 12207

THIS AGENCY EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

JEFFREY R. SWEET
ACTING CHAIRMAN

Office of the Secretary

I, , Secretary to the Workers' Compensation Board of the State of New York

DO HEREBY CERTIFY, that . has secured compensation to its employees as a self-insurer in the following manner:

_____ Pursuant to Section 50, subdivision 3 of the Workers' Compensation Law.

_____ Pursuant to Section 50, subdivisions 3 and 4 of the Workers' Compensation Law.
(County, city, village, town, school district, fire district or other political subdivision)

_____ Pursuant to Article 5 of the Workers' Compensation Law. (County Self-Insurance Plan)

The status of self-insurer was effective as of and such status still remains in full force.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the Workers' Compensation Board this .....day of 20___

SAMPLE

STATUS CONFIRMED

by.....

.....
Secretary to the Board

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

CERTIFICATE OF PARTICIPATION IN WORKERS' COMPENSATION GROUP SELF-INSURANCE

1a. Legal Name and Address of Business Participating in Group Self-Insurance (Use Street Address Only)	**1d. Business Telephone Number of Business referenced in box "1a"** **1e. NYS Unemployment Insurance Employer Registration Number of Business referenced in box "1a"**
1b. Effective Date of Membership in the Group _____.	
1c. The Proprietor, Partners or Executive Officers are ☐ **included (only check box if all partners/officers included)** ☐ **all excluded or certain partners/officers excluded**	**1f. Federal Employer Identification Number of Business referenced in Box "1a"**
2. Name and Address of the Entity Requesting Proof of Coverage (Entity Being Listed as Certificate Holder)	**3. Name and Address of Group Self-Insurer**

SAMPLE

This certifies that the business referenced above in box "1a" is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law as a participating member of the Group Self-Insurer listed above in box "3" and participation in such group self-insurance is still in force. The Group Self-Insurer's Administrator will send this Certificate of Participation to the entity listed above as the certificate holder in box "2".

The Group Self-Insurer's Administrator will notify the above certificate holder within 10 days IF the membership of the participant listed in box "1a" is terminated. (These notices may be sent by regular mail.) Otherwise, this Certificate is valid for a maximum of one year from the date certified by the group self-insurer.

If this certificate is not renewed according to the above guidelines and the business referenced in box "1a" continues to be named on a permit, license or contract issued by the certificate holder, the business must provide the certificate holder either with a new certificate or other authorized proof the business is complying with the mandatory coverage requirements of the New York State Workers' Compensation Law.

Under penalty of perjury, I certify that I am an authorized representative of the Group Self-Insurer referenced above and that the business referenced in box "1a" has the coverage as depicted on this form.

Certified by: _____
(Print name of authorized representative of the Group Self-Insurer)

Certified by: _____
(Signature) (Date)

Title: _____

Telephone Number: _____

GSI-105.2 (2-02)

LIABILITY AND PENALTIES FOR VIOLATIONS OF MANDATORY WORKERS' COMPENSATION INSURANCE COVERAGE REQUIREMENTS

Ascertaining Violations of the Law

The Workers' Compensation Board may require an employer to furnish proof that the employer:

- has a valid workers' compensation insurance policy;
- is self-insured for workers' compensation; or
- is legally exempt from having to obtain workers' compensation coverage.

If an employer fails to provide this information within 10 days following the Board's request, the Board assumes that the employer is violating the Workers' Compensation Law (WCL).

Personal Accountability

The **sole proprietor or the partners** of a business, **or the President, Secretary and Treasurer** of a corporation are **personally liable** for the business' failure to secure workers' compensation insurance.

Liability for Claims Incurred by an Uninsured Employer – Section 26-a of the WCL

The employer is liable for paying an assessment of $250 for **each claim** incurred while uninsured **plus** 15% of the amount awarded (minimum of $1,500--maximum of $5,000) **plus** the actual award (including both compensation and medical costs) **plus** any penalties the Board assesses for noncompliance. In cases involving severely injured employees, the medical costs alone could **be in the hundreds of thousands of dollars per injury!!!**

Penalties for Noncompliance

1) **Section 52-5 of the WCL** -- The Board may impose upon an employer, **in addition** to all other penalties, a fine of **$250 for each 10-day period of noncompliance** or 2 percent of the employer's payroll during the period of noncompliance. The fine of $250 for each 10-day period of noncompliance is the most commonly imposed penalty for noncompliance.

2) **Section 52-1 of the WCL** -- Not securing workers' compensation insurance is a **misdemeanor** -- punishable by a fine of not less than $500 nor more than $2,500 or **imprisonment for up to one year**. A second violation of the Law within five years may result in a fine of not less than $1,000 nor more than $5,000. A third or subsequent violation of the Law within five years may result in a fine of up to $7,500. The Board enforces these penalties against employers for blatant cases of abuse and levies them **in addition to** penalties contained in paragraph "1", and liabilities and penalties incurred for claims incurred while uninsured.

Additional Liability for Uninsured Employers

1) An uninsured employer is responsible for obtaining and paying for any legal representation required to defend against a workers' compensation claim. *(An insured employer's workers' compensation insurance carrier provides such representation as part of the workers' compensation insurance policy's coverage.)*

2) An uninsured employer can be directly sued by an injured employee. *(In most cases, an employer's workers' compensation insurance is the sole recourse for the employer's injured employees.)*

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

THIS AGENCY EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

EMPLOYER'S APPLICATION FOR CERTIFICATE OF COMPLIANCE WITH DISABILITY BENEFITS LAW

INSTRUCTIONS TO EMPLOYER: Complete PART 1 ONLY and have your Disability Benefits Insurance Carrier complete Part 2.

PART 1. TO BE COMPLETED BY EMPLOYER

EMPLOYER'S NAME AND ADDRESS (Home or Main Office)	LOCATION OF OPERATIONS
NAME UNDER WHICH BUSINESS IS CONDUCTED, IF DIFFERENT FROM ABOVE	OPERATIONS TO BEGIN ON OR ABOUT:
DISABILITY BENEFITS CARRIER (If more than one, list all)	NYS UNEMPLOYMENT INSURANCE EMPLOYER'S REG. NO.

Application is hereby made to the CARRIER for a Certificate of Compliance with the Disability Benefits Law.

Date Signed_____ By_____
(Signature of owner, partner or authorized officer)

Tel. No:. (_____ Title_____

PART 2. TO BE COMPLETED BY DISABILITY BENEFITS CARRIER

CERTIFICATE OF COMPLIANCE WITH DISABILITY BENEFITS LAW

This is to certify that the above employer is insured with_____

and that the policy covers: * a. ☐ ALL of the EMPLOYER'S employees eligible under the New York Disability Benefits Law.

* b. ☐ ONLY the following class or classes of EMPLOYER'S employees:

Date Signed_____ By_____
(Signature of carrier's authorized representative (currently on file with DB Bureau))

Tel. No:. (_____ Title_____

*IMPORTANT: If Box "a" is checked, this certificate is COMPLETE. Mail it directly to the employer.
If Box "b" is checked, this certificate is NOT COMPLETE for purposes of Section 220, subd. 8 of the Disability Benefits Law. It must be mailed for completion to the Workers' Compensation Board, Disability Benefits Bureau, 100 Broadway Menands, Albany, NY 12241-0005.

PART 3. TO BE COMPLETED BY WORKERS' COMPENSATION BOARD (Only if box "b" of Part 2 has been checked)

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD

There is on file with the Workers' Compensation Board, Certificate of Insurance indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his/her employees.

DISABILITY BENEFITS BUREAU

Date Signed_____ By_____

Tel. No:. (_____)_____ Title_____

SAMPLE

STATE OF NEW YORK WORKERS' COMPENSATION BOARD
DISABILITY BENEFITS LAW

CERTIFICATE/CANCELLATION OF INSURANCE
Filed on behalf of Employer in compliance with Article 9 of the Workers' Compensation Law

☐ Initial ☐ Cancellation ☐ Reinstatement ☐ Supersedes **Transaction Effective Date:**

A. INSURER/CARRIER

1. INSURER/CARRIER NAME	2. INSURER/CARRIER CODE	3. INSURER/CARRIER TELEPHONE NO.
4. CONTACT NAME	5. TITLE	6. TODAY'S DATE

B. CURRENT - EMPLOYER INFORMATION

7. WCB EMPLOYER NUMBER	8. NYS UIER NUMBER	9. EMPLOYER FEIN
10. EMPLOYER'S LEGAL NAME, INCLUDING (DBA/AKA/TA)		13. LEGAL STATUS (SEE BACK OF FORM)
11. ADDRESS		14. # OF EMPLOYEES
12. CITY STATE ZIP CODE		15. TELEPHONE NO.

C. POLICY

** If policyholder is an Association, Union or Trustee for which Form DB-820.3 is filed, do not complete items 16 and 18.*

16. POLICY NUMBER*	17. POLICY EFFECTIVE DATE	18. POLICY FORM NUMBER*
19. WCB PLAN NUMBER (Only for Assoc., Union or Trustee with Form DB-801 on file.)		20. PREMIUM AMOUNT

REASON FOR CANCELLATION

☐ Non-Payment of Premium
☐ Not Subject/No Eligible Employees... Date: _____
☐ Out of Business..... Date: _____
☐ Seasonal..... Date: _____
☐ Other

CANCELLATION OR TERMINATION SENT TO EMPLOYER: Date:

COMPLETE ONLY IF SUPERSEDES BOX IS CHECKED

21. EMPLOYER'S LEGAL NAME, INCLUDING (DBA/AKA/TA)	27. POLICYHOLDER NAME
22. ADDRESS	28. POLICYHOLDER ADDRESS
23. CITY STATE ZIP CODE	29. CITY STATE ZIP CODE
24. EMPLOYER FEIN / 25. POLICY EFFECTIVE DATE	30. POLICYHOLDER FEIN
26. POLICY NUMBER	

G. 1. The policy covers Employer's employees as follows:

a. _____ All employees eligible under the New York State Disability Benefits Law.
b. _____ All employees eligible under the New York State Disability Benefits Law except those classes of employees eligible to receive benefits under another policy or plan accepted by the Chair.
c. _____ Only the following class or classes of employees:

2. The employee contributions required and benefits insured are:

a. _____ The same in all respects as under Section 204 and not in excess of those authorized under Section 209.
b. _____ As described in the attached supplement, Form DB820.1.
c. _____ As described in Employer's Application for Acceptance of a Plan, Form DB800, filed with and accepted by the Chair.
d. _____ As described in Certificate of Insurance, Form DB820.3, filed on behalf of the Association, Union or Trustees (policyholders) on _____ (DATE) or amended Form DB820.3 filed thereafter.

To be filed by Insurance Carrier on behalf of Employer to provide, through insurance, exactly statutory benefits, (Section 204) OR benefits under a plan accepted by the the Chairman.

SAMPLE

STATE OF NEW YORK
WORKERS' COMPENSATION BOARD
SELF-INSURANCE OFFICE
20 PARK STREET - ROOM 201
ALBANY NY 12207

THIS AGENCY EMPLOYS AND SERVES PEOPLE WITH DISABILITIES WITHOUT DISCRIMINATION.

ROBERT R. SNASHALL
CHAIRMAN

COMPLIANCE WITH DISABILITY BENEFITS LAW

(Pursuant To Section 220, subd. 8 of the Disability Benefits Law)

EMPLOYER	EMPLOYER REGISTRATION NUMBER
	LOCATION OF OPERATIONS
ADDRESS (HOME OR MAIN OFFICE)	OPERATIONS TO BEGIN ABOUT:

Sample

There are on file with the Workers' Compensation Board, documents indicating that the above-named employer has complied with the Disability Benefits Law with respect to all of his or her employees, in the following manner:

_____ By appropriate insurance pursuant to Sec. 211, subd. 3 of the Disability Benefits Law.

_____ By a combination of approved self-insurance pursuant to Sec. 211, subd. 3 of the Disability Benefits Law and insurance with authorized insurance carrier(s).

Date: _____ By _____

Title W.C. Examiner

DB-155 (1/98)

Appendix C

New York State Department of Labor Contract Requirements and Wage Rate Schedule (Complete)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.
Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.
Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.
Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Contractor Registry (LL 220-I)

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

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain and preserve accurate payroll records for at least six (6)years.

Electronic Certified Payroll (LL 220-J)
Effective December 31, 2025, all contractors and subcontractors who perform public work, or covered private work subject to the prevailing wage, will be required to submit certified payrolls electronically to the Bureau of Public Work and Prevailing Wage Enforcement. Additional information about the electronic certified payroll submission system will be made available on the Department's Website at https://dol.ny.gov/Electronic-Payroll

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. Please Note: Updates to the Wage Schedule shall be made on a quarterly basis.

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

Shift Work

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

Paid Prenatal Leave

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

Apprentice Training Ratios

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

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

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

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

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

New York State Department of Labor
Bureau of Public Work
State Office Campus, Bldg. 12
Albany, NY 12226

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240

Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	212-775-3579
Bureau of Public Work - Patchogue	631-687-4882	631-687-4902
Bureau of Public Work - Rochester	585-258-4505	585-258-4708
Bureau of Public Work - Syracuse	315-428-4056	315-428-4671
Bureau of Public Work - Utica	315-793-2314	315-793-2514
Bureau of Public Work - White Plains	914-997-9507	914-997-9523
Bureau of Public Work - Central Office	518-457-5589	518-485-1870

Onondaga County General Construction

Boilermaker — 10/01/2026

JOB DESCRIPTION Boilermaker **DISTRICT** 7

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

WAGES

Per hour:	07/01/2026	01/01/2027 Additional
Boilermaker	$ 42.50	$ 2.50*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.10* + 1.49

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 25) on HOLIDAY PAGE
NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When a holiday falls on Saturday, Friday will be observed as the holiday.

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

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

SUPPLEMENTAL BENEFITS per hour:

$ 20.09* + 1.49	$ 20.09* + 1.49	$ 21.09* + 1.49	$ 22.08* + 1.49	$ 23.07* + 1.49	$ 24.09* + 1.49	$ 25.11* + 1.49	$ 26.10* + 1.49

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

7-175

Broadband — 10/01/2026

JOB DESCRIPTION Broadband **DISTRICT** 4

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

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

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

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

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

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

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

SUPPLEMENTAL BENEFITS
Per Hour:
$ 23.24

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

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

4-CWA-Dist2

Carpenter - Building 10/01/2026

JOB DESCRIPTION Carpenter - Building **DISTRICT** 6

ENTIRE COUNTIES
Onondaga

WAGES

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Carpenter	$ 37.99	$ 4.07*	$ 4.06*
Floor Coverer	37.99	4.07*	4.06*
Carpet Layer	37.99	4.07*	4.06*
Drywall	37.99	4.07*	4.06*
Diver - Wet Day	62.99	4.07*	4.06*
Diver - Dry Day	38.99	4.07*	4.06*
Dive Tender	38.99	4.07*	4.06*

* To be allocated at a later date.

ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Drivers & Dock Builders shall receive $ 0.25 per hour over the Journeyworker's rate of pay when performing piledriving & dock building work.
- Certified Welders shall receive $ 3.00 per hour over the Journeyworker's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work.
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive their regular hourly rate plus $ 1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  0' to 80' no additional fee
  81' to 100' additional $ 0.50 per foot
  101' to 150' additional $ 0.75 per foot
  151' and deeper additional $ 1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  0' to 50' no additional fee
  51' to 100' additional $ 0.75 per foot
  101' and deeper additional $ 1.00 per foot
- Diver rates apply to all hours worked on dive day.

SHIFT WORK
On Agency/Owner mandated shift work, the following rates will be applicable:
1st Shift - Regular Rate
2nd Shift - Premium of 10% of base wage per hour
3rd Shift - Premium of 15% of base wage per hour
Shift work shall be defined as implementing at least two (2) shifts in a twenty-four (24) consecutive hour period. Shift work must be for a minimum of three (3) consecutive days.

SUPPLEMENTAL BENEFITS
Per hour:

	07/01/2026
Journeyworker	$ 22.67

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

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

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

Supplemental Benefits per hour:

$ 13.62	$ 13.62	$ 16.23	$ 16.23

ADDITIONAL AMOUNTS PAID TO APPRENTICES FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- Pile Driving & Dock Builder apprentices shall receive an additional $ 0.25 per hour worked when performing piledriving & dock building work.
- Certified Welders shall receive $ 3.00 per hour over the apprentice's rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work.
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive their regular hourly rate plus $ 1.50 per hour.

6-277 On

Carpenter - Building / Heavy&Highway 10/01/2026

JOB DESCRIPTION Carpenter - Building / Heavy&Highway **DISTRICT** 2

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

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

WAGES

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

*To be allocated at a later date.

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

SUPPLEMENTAL BENEFITS
Per hour worked:

Journeyworker	$ 27.84

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

HOLIDAY
Paid: See (5) on HOLIDAY PAGE
Overtime: See (5, 6, 16) on HOLIDAY PAGE
Notes:
When a holiday falls upon a Saturday, it shall be observed on the preceding Friday. Whan a holiday falls upon a Sunday, it shall be observed on the following Monday.
An employee taking an unexcused day off the regularly scheduled day before or after a paid Holiday shall not receive Holiday pay.

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

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

Supplemental Benefits per hour worked:

$ 19.08	$ 19.69	$ 21.86	$ 22.47

2-42AtSS

Carpenter - Heavy&Highway 10/01/2026

JOB DESCRIPTION Carpenter - Heavy&Highway **DISTRICT** 2

ENTIRE COUNTIES
Broome, Cayuga, Chemung, Cortland, Delaware, Jefferson, Lewis, Onondaga, Oswego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Yates

WAGES

Per hour	07/01/2026	07/01/2027 Additional
Carpenter	$ 41.02	$ 4.42*
Piledriver	41.02	4.42*
Dockbuilder	41.02	4.42*
Diver-Wet Day	66.02	4.42*
Diver-Dry Day	42.02	4.42*
Diver-Tender	42.02	4.42*

*To be allocated at a later date.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:
- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.
- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional $0.50 per foot
  - 101' to 150' additional $0.75 per foot
  - 151' to 200' additional $1.25 per foot
  - 201' and deeper additional $1.50 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
  - 0' to 50' no additional fee
  - 51' to 100' additional $0.75 per foot
  - 101' to 200' additional $1.00 per foot
  - Over 201' additional $1.25 per foot
- Diver rates applies to all hours worked on dive day.

SHIFT WORK
When project owner mandates a single irregular work shift, the Journeyworkers and Apprentices will receive an additional $4.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.81

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
- In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday.
- The employee must work their scheduled workday before and their scheduled workday after the holiday to receive holiday pay.

REGISTERED APPRENTICES
CARPENTER/PILEDRIVER/DOCKBUILDER APPRENTICES
Wages per hour (1300 hour terms at the following percentage of journeyworker's base wage):

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

Supplemental Benefits per hour:
$ 19.05 $ 19.66 $ 21.78 $ 22.39

NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:
- State or Federal designated hazardous site, requiring protective gear shall be an additional $2.50 per hour.
- Certified welders when required to perform welding work will receive an additional $5.00 per hour.

2-277HH-Bro

Electrician 10/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 6

ENTIRE COUNTIES
Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES
Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.
Chenango: Only the Townships of Columbus, New Berlin and Sherburne.
Onondaga: Entire County except Townships of Elbridge and Skaneateles.
Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lisbon.
Tompkins: Only the Township of Groton.
Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2026
Electrician	$ 54.00
Teledata	54.00
Cable Splicer	59.40

NOTE: Additional amounts, subject to overtime premiums, due for the following work (applicable to all employees):
- Additional $ 2.50 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.
- Additional $ 3.00 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures. Also applies to working from mechanical lifts when used above 60 feet.

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

1) "Alternate" hours shall consist of a minimum of eight (8) consecutive hours per day.
2) Hours worked in excess of eight (8) hours per day, Monday through Friday, shall be paid at a rate of one and one-half times the applicable rate (dayshift + 15%).
3) Hours worked on Saturday shall be paid at time and one-half the applicable rate.
4) Hours worked on Sundays and Holidays shall be paid at double the straight time rate.
5) Work of a new construction nature may not be worked under these conditions.

SHIFT WORK
The following rates will apply on all contracting agency mandated multiple shifts of eight (8) hours for at least five (5) days duration which may have been worked. When two (2) shifts or three (3) shifts are worked:

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

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	$ 35.58 plus 3% of hourly wage paid*

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

OVERTIME PAY
See (B, *E, Q) on OVERTIME PAGE
*NOTE: On Saturday the first 8 hours worked shall be paid at a rate of one and one-half times the applicable rate. All additional hours are payable at double the straight time rate.

WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 26) on HOLIDAY PAGE
NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES
WAGES per hour: Hourly terms at the following wage.

1st period (0-1000 hrs)	$ 21.60
2nd period (1001-2000)	24.30
3rd period (2001-3500)	27.00
4th period (3501-5000)	32.40
5th period (5001-6500)	37.80
6th Period (6501-8000)	43.20

SUPPLEMENTAL BENEFITS per hour:

1st period	$ 15.50*
2nd period	15.50*
3rd period	31.58*
4th period	32.38*
5th period	33.18*
6th period	33.98*

*NOTE: Plus 3% of hourly wage paid, straight time rate or premium time rate.

6-43

Electrician — 10/01/2026

JOB DESCRIPTION Electrician **DISTRICT** 7

ENTIRE COUNTIES
Yates

PARTIAL COUNTIES
Cayuga: All Townships except Genoa, Ira, Locke, Sempronius, Sterling, Summerhill, and Victory.
Onondaga: Townships of Elbridge and Skaneateles.
Ontario: Only the Townships of Canandaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps, and Seneca.
Seneca: All townships except Covert and Lodi,
Wayne: Only the Townships of Arcadia, Galen, Lyons, Savannah, and the Village of Newark.

WAGES

Per hour:	07/01/2026	06/01/2027 Additional
Electrician	$ 48.00	$ 5.00*
Teledata, Sound Wireman	48.00	5.00*

* To be allocated at a later date.

IMPORTANT NOTE - WORKING ABOVE THE FLOOR:
Any workman working over 50 feet high shall receive $1.00 above the applicable rate and any workman working over 100 feet high shall receive $2.00 above the applicable rate. These rates shall not apply to workers in bucket trucks and motorized scaffolds where safety harnesses are used.

SHIFT WORK

Work from 4:30PM - 1:00AM*	$ 55.20
Work from 12:30AM - 9:00AM*	57.60

* Applies when multiple shifts of 8 hours for at least 5 days duration are mandated by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 30.38 plus 3% of wage paid + $1.20*

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

OVERTIME PAY

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Saturday, it will be celebrated on the Friday before. If a holiday falls on Sunday, it will be celebrated on the following Monday.

REGISTERED APPRENTICES
WAGES: hourly terms at the following wages per hour:

1st term (0-1000 hrs)	$ 21.60
2nd term (1001-2000 hrs)	24.00
3rd term (2001-3500 hrs)	26.40
4th term (3501-5000 hrs)	28.80
5th term (5001-6500 hrs)	33.60
6th term (6501-8000 hrs)	38.40

SUPPLEMENTAL BENEFITS per hour worked:

Appr. 1st and 2nd term	$ 15.11 plus 3% of wage paid + $1.20*
All other terms	Same as Journeyworker.

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

7-840 Z1

Elevator Constructor — 10/01/2026

JOB DESCRIPTION Elevator Constructor **DISTRICT** 6

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

PARTIAL COUNTIES
Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.
Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.
Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour:	07/01/2026	01/01/2027
Mechanic	$ 60.99	$ 63.706
Mechanic Helper	42.69	44.594

SUPPLEMENTAL BENEFITS

Per hour:		
Journeyworker	$ 38.985*	39.535*

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

OVERTIME PAY
See (D, O) on OVERTIME PAGE

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

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

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

SUPPLEMENTAL BENEFITS per hour:

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

All other terms: Same as Journeyworker

6-62.1

Glazier — 10/01/2026

JOB DESCRIPTION Glazier **DISTRICT** 5

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

WAGES

Per Hour:	07/01/2026
Glazier	$ 32.50

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 30.24

OVERTIME PAY
See (B,E,E2*,Q) on OVERTIME PAGE.
*Note - Or circumstances beyond the control of the employer.

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

REGISTERED APPRENTICES
1000 hour terms:

Appr. 1st term	$ 21.00
Appr. 2nd term	22.00
Appr. 3rd term	23.00
Appr. 4th term	24.00
Appr. 5th term	25.00
Appr. 6th term	26.00
Appr. 7th term	27.00
Appr. 8th term	28.00

Supplemental Benefits per hour:

Appr. 1st term	$ 12.92
Appr. 2nd term	12.92
Appr. 3rd term	18.92
Appr. 4th term	18.92
Appr. 5th term	19.92
Appr. 6th term	19.92
Appr. 7th term	20.92
Appr. 8th term	20.92

5-677.Z-2

Insulator - Heat & Frost — 10/01/2026

JOB DESCRIPTION Insulator - Heat & Frost **DISTRICT** 7

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

WAGES

Per hour:	07/01/2026	05/01/2027 Additional	05/01/2028 Additional	05/01/2029 Additional
ON MECHANICAL SYSTEMS ONLY:				
Asbestos Worker	$ 45.75	$ 4.50*	$ 4.75*	$ 6.25*
Insulation Installer	45.75	4.50*	4.75*	6.25*
Firestopping Worker	45.75	4.50*	4.75*	6.25*

* To be allocated at a later date.

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

1st Shift	$ 45.75
2nd Shift	52.61

3rd Shift 54.90

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 28.59

OVERTIME PAY
See (*B1, **K, P) on OVERTIME PAGE
*NOTE: First 10 hours on Saturday.
**NOTE: Holidays that fall on Sunday are subject to double time.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (2*,4,6,28) on HOLIDAY PAGE
*Triple time for Labor Day if worked.

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

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

SUPPLEMENTAL BENEFITS per hour:

$ 24.24	$ 24.24	$ 28.59	$ 28.59

7-30-Syracuse

Ironworker 10/01/2026

JOB DESCRIPTION Ironworker **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Cortland, Onondaga, Oswego, Seneca, Tioga, Tompkins

PARTIAL COUNTIES
Chenango: Only the townships of Afton, Bainbridge, Coventry, German, Greene, Guilford, Lincklaen, McDonough, Norwich, Otselic, Oxford, Pharsalia, Pitcher, Preston and Smithville.
Jefferson: Only the townships of Adams, Alexandria, Brownville, Cape Vincent, Clayton, Ellisburg, Henderson, Hounsfield, LeRay, Lorraine, Lyme, Orleans, Pamelia, Rodman, Rutland, Theresa, Watertown and Worth.
Madison: Only the townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Lincoln, Nelson, Smithfield and Sullivan.
Schuyler: Only the townships of Cayuta, Catharine, Hector and Montour.
Wayne: Only the townships of Butler, Galen, Huron, Rose, Savannah and Wolcott.

WAGES
Structural, Reinforcing, Re-bar, Machinery Mover & Rigger, Ornamental & Curtain Wall, Window Wall, Pre-Glazed Metal Framed Windows Attached to Steel or Masonry Including Caulking, Fence Erector (Chain Link/Security), Sheeter/Bridge Rail, Pre-Cast Erector, Stone Derrickman, Pre-Engineered Building Erector, Welder

Per hour: 07/01/2026

Ironworker $ 38.50

SHIFT WORK
Multiple shifts mandated by the project owner. All shifts will be eight (8) hours.

1st Shift	Regular wage rate
2nd Shift	Regular wage rate plus 10% - Starting times between 2 PM and 7 PM
3rd Shift	Regular wage rate plus 15% - Starting times between 7 PM and 12 AM

NOTE: When a single irregular shift is worked, with start times based on second or third shifts, add 10% to the 1st shift wage rate posted above.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 33.30

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

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

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following rates.

1st	2nd	3rd	4th
$ 21.50	$ 23.50	$ 25.50	$ 27.50

SUPPLEMENTAL BENEFITS per hour:

1st year	$ 13.28
2nd year	21.82
3rd year	23.04
4th year	24.26

6-60

Laborer - Building — 10/01/2026

JOB DESCRIPTION Laborer - Building **DISTRICT** 7

ENTIRE COUNTIES
Onondaga

WAGES
NOTE: If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable for the laborers classification only.
- When a prime contract is let for site work and building excavation is part of that contract, the building rates would be applicable for the Laborers classification.
- All work outside of the building, if not included in the building contract, will fall under the Heavy/Highway rates.

Per hour:	07/01/2026	06/01/2027 Additional	06/01/2028 Additional	06/01/2029 Additional
Building Laborer	$ 37.25	$ 3.75*	$ 3.75*	$ 4.00*
Asbestos, Toxic & Hazardous Waste Work	42.25	3.75*	3.75*	4.00*

* To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 23.30

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: When a holiday falls on Sunday, it will be celebrated on Monday.

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

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyworker.

7-633 bON

Laborer - Heavy&Highway — 10/01/2026

JOB DESCRIPTION Laborer - Heavy&Highway **DISTRICT** 7

ENTIRE COUNTIES
Onondaga

WAGES
GROUP A: Drill Helper, Flagmen, Outboard and Hand Boats.

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, 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 on Chain Link Fence Erection, Rock Splitter & 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, Powder Man, Tail or Screw Operator on Asphalt Paver.

GROUP D: Blasters, Form Setters, Stone or Granite Curb Setters.

GROUP E: Hazardous Waste Removal Work when designated by State/Federal as hazardous waste site and regulations require employees wear required personal protection.

Per hour:	07/01/2026	07/01/2027 Additional
GROUP A	$ 40.86	$ 4.20*
GROUP B	41.06	4.20*
GROUP C	41.26	4.20*
GROUP D	41.46	4.20*
GROUP E	46.06	4.20*

* To be allocated at a later date.

SHIFT WORK
A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional $5.00 per hour. Night work, when mandated by DOT shall be paid an additional $5.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 27.62

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Saturday, it will be celebrated on Saturday. Employees who work a Saturday holiday shall be paid double time plus the holiday pay. If a holiday falls on Sunday, it will be celebrated on Monday. Employees who work a Sunday holiday shall be paid double time. Employees who work on Monday shall be paid double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

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

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyworker.

7-633 hON

Laborer - Tunnel 10/01/2026

JOB DESCRIPTION Laborer - Tunnel **DISTRICT** 7

ENTIRE COUNTIES
Onondaga, Oswego

WAGES
GROUP A: Changehouse Men.

GROUP B: Miners and all Machine Men, Safety Miner, all Shaftwork, 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: Blaster.

GROUP D: Hazardous Waste Work on a State and or Federally designated waste site, and where relevant regulations require employees to use personal protection.

Per hour:	07/01/2026	07/01/2027 Additional
GROUP A	$ 43.04	$ 4.20*
GROUP B	43.24	4.20*
GROUP C	48.04	4.20*
GROUP D	48.24	4.20*

* To be allocated at a later date.

SHIFT WORK
A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional $5.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 28.62

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that workers work on this Sunday holiday, they shall be paid double time. In the event that workers work on Monday, they shall be compensated at triple time. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES
WAGES per hour: 1000 hour terms at the following percentage of Journeyworker's GROUP B wage:

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyworker.

7-633T (ON)

Lineman Electrician — 10/01/2026

JOB DESCRIPTION Lineman Electrician **DISTRICT** 6

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

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

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

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

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

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

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

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

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

Group A:			
Lineman, Technician	$ 64.37	$ 66.84	$ 69.47
Crane, Crawler Backhoe	64.37	66.84	69.47
Cable Splicer	70.81	73.52	76.42
Certified Welder, Pipe Type Cable	$ 67.59	$ 70.18	$ 72.94
Group B:			
Digging Mach. Operator	$ 57.93	$ 60.16	$ 62.52
Group C:			
Tractor Trailer Driver	$ 54.71	$ 56.81	$ 59.05
Groundman, Truck Driver	51.50	53.47	55.58
Equipment Mechanic	51.50	53.47	55.58
Group D:			
Flagger	$ 35.40	$ 36.76	$ 38.12

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

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

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

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

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

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

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

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

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE. NOTE: Double time for all emergency work designated by the Contracting Agency.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid	See (5, 6, 8, 15, 25) on HOLIDAY PAGE
Overtime	See (5, 6, 8, 15, 25) on HOLIDAY PAGE

NOTE: All paid holidays falling on Saturday shall be observed on the preceding Friday. All paid holidays falling on Sunday shall be observed on the following Monday. Supplements for holidays paid at straight time.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a

Lineman Electrician - Teledata **10/01/2026**

JOB DESCRIPTION Lineman Electrician - Teledata **DISTRICT** 6

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

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

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

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

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

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

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

SUPPLEMENTAL BENEFITS
Per hour:

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

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

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

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting — 10/01/2026

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

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

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

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

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

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

Per hour:	07/01/2026	05/03/2027	05/01/2028
Group A:			
Lineman, Technician	$ 55.31	$ 57.40	$ 59.64
Crane, Crawler Backhoe	55.31	57.40	59.64
Certified Welder	58.08	60.27	62.62
Group B:			
Digging Machine	$ 49.78	$ 51.66	$ 53.68
Group C:			
Tractor Trailer Driver	$ 47.01	$ 48.79	$ 50.69
Groundman, Truck Driver	44.25	45.92	47.71
Equipment Mechanic	44.25	45.92	47.71
Group D:			
Flagger	$ 33.19	$ 34.44	$ 35.78

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

SHIFT WORK

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

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

SUPPLEMENTAL BENEFITS

Per hour:

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

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

OVERTIME PAY

See (B, E, Q, X) on OVERTIME PAGE.
NOTE: Double time for all emergency work designated by the Contracting Agency.
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

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

6-1249a-LT

Lineman Electrician - Tree Trimmer — 10/01/2026

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

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

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

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

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

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 11.23*	$ 11.48*	$ 11.48*

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

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

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

6-1249TT

Mason - Building — 10/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Cayuga, Onondaga, Oswego

PARTIAL COUNTIES
Madison: The Townships of Sullivan and Cazenovia ONLY

WAGES
Per hour

	07/01/2026
Tile/Terrazzo/Marble	
Setter	$ 37.42
Finisher	29.91

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyworker Setter	$ 21.54
Journeyworker Finisher	20.38

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

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

REGISTERED APPRENTICES
Wages per hour:

Hourly Terms at the following percentage of Journeyworker's wage:

APPRENTICES INDENTURED PRIOR TO 07/01/2024:

Tile Setter:		Tile Finisher:	
1st term 0-500 hrs	60%	1st term 0-500 hrs	70%
2nd term 501-1500 hrs	70%	2nd term 501-1500 hrs	80%
3rd term 1501-2500 hrs	80%	3rd term 1501-2500 hrs	90%
4th term 2501-3500 hrs	85%	4th term 2501-3700 hrs	95%
5th term 3501-4500 hrs	90%		
6th term 4501-6000 hrs	95%		

APPRENTICES INDENTURED ON OR AFTER 07/01/2024:

Tile Setter:		Tile Finisher:	
1st term 0-1000 hrs	70%	1st term 0-1000 hrs	80%
2nd term 1001-2000 hrs	75%	2nd term 1001-2000 hrs	85%
3rd term 2001-3000 hrs	80%	3rd term 2001-3000 hrs	90%
4th term 3001-4000 hrs	85%	4th term 3001-3700 hrs	95%
5th term 4001-5000 hrs	90%		
6th term 5001-6000 hrs	95%		

Supplemental Benefits per hour worked:

Tile Setter:		Tile Finisher:	
1st Term	$ 14.86	1st Term	$ 14.00
2nd & 3rd Term	18.20	2nd & 3rd Term	17.19
4th & 5th term	19.87	4th Term	18.79
6th term	21.54		

12-2TS.3

Mason - Building — 10/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Cayuga, Onondaga

PARTIAL COUNTIES
Madison: The townships of Sullivan and Cazenovia ONLY

WAGES

Per hour	07/01/2026
Bricklayer/Blocker	$ 41.07
Fireproofing*	41.07
Stone Mason	41.07
Pointer/Caulker/Cleaner	41.07
Cement Mason/Plaster**	41.07

Additional $.25 per hr. for work in restricted radiation area of atomic plant.
Additional $5.00 per day more for employees working on a two-point suspension scaffold (Pointer, Caulker, and Cleaner are excluded).

(*)Fireproofer on Structural only.
(**)Refer to Onondaga Mason Building wage sheet 12-2b-on for Cement/Plaster work in Onondaga County

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyworker	$ 24.33

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

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

REGISTERED APPRENTICES
Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked:

All Terms	$ 24.33

12-2b.3

Mason - Building — 10/01/2026

JOB DESCRIPTION Mason - Building **DISTRICT** 12

ENTIRE COUNTIES
Onondaga

WAGES
Per hour

	07/01/2026
Cement Mason	$ 40.78
Plasterer	40.78
Ext insulation finish systems-plasterer(EIFF)	40.78

Additional $0.50 per hour for Scaffold work, Swing Stage and Rolling Stage
Additional $0.25 per hour for Grinder Operator

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyworker	$ 24.62

OVERTIME PAY
See (B, E, *E2, Q) on OVERTIME PAGE
*Saturday may be used as a makeup day on EIFF work ONLY

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

REGISTERED APPRENTICES
Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

All Terms	$ 24.62

12-2b-on

Mason - Heavy&Highway — 10/01/2026

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES
Onondaga: For Heavy & Highway Cement Mason or Plaster Work in Onondaga County, refer to Mason-Heavy&Highway tag 12-2h/h on.

WAGES
Per hour

	07/01/2026
Mason & Bricklayer	$ 45.07

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

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyworker	$ 23.43

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

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

REGISTERED APPRENTICES
Wages per hour

750 HR TERMS at the following percent of Journeyworker's wage

1st	2nd	3rd	4th	5th	6th	7th	8th
60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	$ 14.53
All Other Terms	23.43

12-2hh.1

Mason - Heavy&Highway 10/01/2026

JOB DESCRIPTION Mason - Heavy&Highway **DISTRICT** 12

ENTIRE COUNTIES

PARTIAL COUNTIES
Onondaga: This rate only applies to Heavy & Highway Cement Mason or Plaster Work in Onondaga County.

WAGES
Per hour

	07/01/2026
Cement Mason	$ 43.83

- Additional $1.00 per hour if working on swing scaffolding or staging (scaffold suspended by means of ropes or cabled from hooks placed over parapet walls or windows, etc).
- Additional $0.25 per hour when operating a hand held power grinder.

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyworker	$ 24.67

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

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

REGISTERED APPRENTICES
Wages per hour

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

1st	2nd	3rd	4th	5th	6th	7th	8th

60%	60%	65%	70%	75%	80%	85%	90%

Supplemental Benefits per hour worked

0 to 500 Hours	$ 17.52
All Others	24.67

12-2h/h on

Millwright 10/01/2026

JOB DESCRIPTION Millwright **DISTRICT** 2

ENTIRE COUNTIES
Clinton, Essex, Franklin, Hamilton, Jefferson, Lewis, Oneida, Onondaga, Oswego, St. Lawrence, Warren, Washington

WAGES

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Building	$ 41.76	$ 3.50*	$ 3.50*
Heavy & Highway	45.26	3.50*	3.50*

*To be allocated at a later date.

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to weld.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 27.65

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
Wages per hour:

(1)year terms at the following percentage of Journeyworker's rate.

1st	2nd	3rd	4th
65%	75%	80%	90%

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive $1.75 per hour in addition to the current Millwrights rate provided he/she is directed to weld.
- For Building work if a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) are required, then that employee shall receive a $1.50 premium per hour for Building work.
- For Heavy & Highway work if the work is performed at a State or Federally designated hazardous waste site where employees are required to wear protective gear, the employees performing the work shall receive an additional $2.00 per hour over the millwright heavy and highway wage rate for all hours worked on the day protective gear was worn.
- An employee performing the work of a machinist shall receive $2.00 per hour in addition to the current Millwrights rate. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $1.00.

SUPPLEMENTAL BENEFITS Benefits per hour:

Apprentices:	
1st term	$ 11.96

2nd term	22.94
3rd term	24.51
4th term	26.08

2-1163.2

Millwright 10/01/2026

JOB DESCRIPTION Millwright **DISTRICT** 6

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

WAGES
THE FOLLOWING RATE APPLIES TO ANY GAS/STEAM TURBINE AND OR RELATED COMPONENT WORK, INCLUDING NEW INSTALLATIONS OR MAINTENANCE AND ANY/ALL WORK PERFORMED WITHIN THE PROPERTY LIMITS OF A NUCLEAR FACILITY.

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Millwright - Power Generation	$ 50.00	$ 3.00*	$ 3.00*

* To be allocated at a later date.

NOTE: ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):
- Certified Welders shall receive an additional $ 1.75 per hour provided they are directed to weld.
- If a work site has been declared a hazardous site by the Owner and the use of protective gear (including, as a minimum, air purifying canister-type chemical respirators) is required, then that employee shall receive an additional $ 1.50 per hour.
- An employee performing the work of a machinist shall receive an additional $ 2.00 per hour. For the purposes of this premium to apply, a "machinist" is a person who uses a lathe, Bridgeport, milling machine or similar type of tool to make or modify parts.
- When performing work underground at 500 feet and below, the employee shall receive an additional $ 1.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour paid:

Journeyworker	$ 28.45*

*NOTE: Subject to OT premium

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of Journeyworker's wage:

Appr. 1st year	65%*
Appr. 2nd year	75%*
Appr. 3rd year	80%*
Appr. 4th year	90%*

*NOTE: Additional premium for the following work listed below:

Certified Welder	$ 1.75
Hazardous Waste Work	1.50
Machinist	2.00
Underground (500' and below)	1.00

SUPPLEMENTAL BENEFITS per hour:

Appr. 1st year	$ 11.96
Appr. 2nd year	23.50
Appr. 3rd year	25.15
Appr. 4th year	26.80

Operating Engineer - Building 10/01/2026

JOB DESCRIPTION Operating Engineer - Building **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES
NOTE:
---If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the Heavy/Highway rates would be applicable. When a prime contract is let for site work and building excavation is part of that contract, the Building rates would be applicable for the Operators classification.
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1**: All Cranes (A1 Includes Boom Trucks over 5 tons, Cableway, Cherry Picker, Derrick, Dragline, Dredge, Overhead Crane, Pile Driver, Tower Crane***, Truck Crane, Whirlies).

CLASS A: Air Plako, Asphalt & Blacktop Roller, Automated Concrete Spreader (CMI or equivalent), Automated Fine Grade Machine (CMI), Backhoe, Barrel Shredder, Belt Placer, Blacktop Spreader (such as Barber-Greene & Blaw Knox), Blacktop Plant (automated), Blast or Rotary Drill (Truck or Cat mounted), Boom Trucks (5 ton and under), Burning Plant Operator, Caisson Auger, Central Mix Plant (automated), Concrete Pump, Crusher (Rock), De-watering Press, Diesel Power Unit, Dirt Filter Press with Operation Equipment, Dredge, Dual Drum Paver, Elevating Grader (self-propelled or towed), Elevator Hoist - Two Cage, Excavator - all purpose hydraulically operated, Forklift (Loed/Lull and other rough terrain type), Front End Loader (4 c.y. and over), Gradall, Grader (Power), Head Tower (Saurman or equal), Hoist (2 or 3 Drum), Hydroblaster (Laser Pump), Light Plants - Compressors and Generators, Locomotive, Maintenance Engineer, Maintenance Welder, Mine Hoist, Mucking Machine or Mole, Quarry Master or Equivalent, Refrigeration Equipment (for soil stabilization), Scraper, Sea Mule, Shovel, Side Boom, Slip Form Paver, Straddle Buggy (Ross Carrier, Lumber Carrier), Tractor Drawn Belt Type Loader (Euclid Loader), Trenching Machine (digging capacity of over 4ft. depth), Truck or Trailer Mounted Log Chipper (self-feeder), Tug Operator (Manned, rented equipment excluded), Tunnel Shovel, Vibro or Sonic Hammer Controls (when not mounted in proximity to Rig Operator), Work Boat Operator including LCM's.

CLASS B: "A" Frame Truck, Back Dumps, Blacktop Plant (non-automatic), Boring Machine, Bulldozer, Cage-Hoist, Central Mix Plant (non-automated), Compressor, Pump, Generator or Welding machine (when used in battery of not more than five (5)), Concrete Paver (single drum over 16'), Core boring machine, Drill Rigs - tractor mounted, Elevator - as material hoist, Farm Tractor (with or without accessories), Forklift (over 10 ton with or without attachments), Front End Loader (under 4 c.y.), Grout Pump, Gunite Machine, High Pressure Boiler (15 lbs. & over), Hoist (one drum), Hydraulic Breaking Hammer (Drop Hammer), Kolman Plant Loader (screening gravel), Maintenance Grease Man, Mixer for stabilized base - self-propelled (Seaman Mixer), Monorail Machine, Parapet Concrete or Pavement Grinder, Parts Man, Post Driver (truck or tractor mounted), Post Hole Digger (truck or tractor mounted), Power Sweeper (Wayne or similar), Pump-Crete or Squeeze-Crete, Road Widener (front end of Grader or self-propelled), Roller, Self-contained hydraulic bench drill, Shell Winder (motorized), Skid steer (Bobcat type loader), Snorkel (overhead arms), Snowblower control man, Tractor (with or without accessories), Trenching Machine (digging capacity of 4 ft. or less), Tugger Hoist, Vacuum Machine (self-propelled or mounted), Vibro Tamp, Well Drill / Well Point System (Submersible pumps when used in lieu of Well Point System), Winch (Motor driven), Winch Cat, Winch Truck.

CLASS C: Compressor (up to 500 cfm), Concrete Paver or Mixer (under 16'), Concrete Pavement Spreaders & Finishers (not automated), Conveyor (over 12 ft), Electric Submersible Pump (4" and over), Fine Grade Machine (not automated), Fireman, Forklift ("with or without" attachments, 10 ton and under), Form Tamper, Generator (2,500 watts and over), Hydraulic Pump, Mechanical Heaters (More than two (2) Mechanical Heaters or any Mechanical Heater or Heaters whose combined output exceeds 640,000 BTU per hour (manufacturer's rating) plus one self-contained heating unit - i.e. Sundog or Air Heat type - New Holland Hay Dryer type excluded), Mulching Machine, Oiler, Power Driven Welding Machine (300 amp and over, other than all electric. One Welding Machine under 300 amp will not require an engineer unless in a battery), Power Heaterman (hay dryer), Pumps (water and trash), Revinius Widener (road widener), Single Light Plant, Steam Cleaner or Jenny.

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional	07/01/2029 Additional
Building				
Class A1**	$ 55.71	$ 4.75*	$ 4.25*	$ 4.68*
Class A	51.21	3.75*	3.75*	4.18*
Class B	49.09	3.75*	3.75*	4.18*
Class C	44.87	3.75*	3.75*	4.18*

* To be allocated at a later date.

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

(**) TONNAGE PREMIUMS:
All cranes up to 64 ton capacity - A1 rate

All cranes 65 ton to 110 ton capacity - A1 rate plus $ 1.50
All cranes 111 ton to 199 ton capacity - A1 rate plus $ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus $ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus $ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus $ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus $ 6.00
All cranes 1000 ton capacity and over - A1 rate plus $ 7.00

(***) Tower Cranes - A1 rate plus $ 2.50 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus $ 5.00
- Cranes with external ballast (Tray or Wagon) - A1 rate plus $ 5.00
- NOTE: These premiums are in addition to the tonnage premiums if over 400 tons.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 33.03

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES
WAGES per hour: Hourly terms at the following percentage of Journeyworker's CLASS A wage:

1st: 60%
2nd: 65%
3rd: 70%
4th: 80%

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

SUPPLEMENTAL BENEFITS per hour:

All terms: $ 32.95

6-158-545b.s

Operating Engineer - Heavy&Highway 10/01/2026

JOB DESCRIPTION Operating Engineer - Heavy&Highway **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence, Tompkins

WAGES
NOTE:
---In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.
---If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C.

CLASS A1**: All Cranes that require a NYS Crane License (Boom Truck, Cableway, Cherry Picker, Derrick, Dragline, Overhead Crane (Gantry or Straddle Type), Pile Driver, Tower Cranes (including self-erecting)***, Truck Crane).

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Blacktop Roller; Bull Dozer being operated with active GPS; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Cranes - listed in A1 that do not require a NYS Crane License; Directional Boring/Drilling Machine; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Jetting Plow; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Pavement Breaker (SP Wirtgen; PB-4 and similar type); Profiler/Milling Machine (over 105 h.p.); Power Grader; Quad 9; Quarry Master (or equivalent); Rotating Telehandler; Scraper (including challenger type); Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck or Trailer Mounted Log Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Backhoe (tractor mounted, rubber tired); Bituminous Recycler Machine; Bituminous Spreader and Mixer; Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Bridge Deck Finishing Machine; Brokk; Cage Hoist; Central Mix Plant (non-automated) and All Concrete Batching Plants; Concrete Paver (over 16'); Crawler Drill (self-contained); Crusher; Diesel Power Unit; Drill Rigs (truck or tractor mounted); Front End Loader (under 4 cu. yd.); Greaseman - Lubrication Engineer; HiPressure Boiler (15 lbs & over); Hoist (one drum); Hydro-Axe; Kolman Plant Loader & similar type loaders (if employer requires another man to clean the screen or to maintain the equipment, they shall be an Oiler); Locomotive; Material Handling Knuckle Boom; Mini Excavators (under 18,000 lbs.); Mixer (for stabilized base, self-propelled); Monorail Machine; Profiler/Milling Machine (105 h.p. and under); Plant Engineer; Prentice Loader; Pug Mill; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above subgrade, See Class A for Blacktop Roller); Sea Mule; Self-contained ride-on Rock Drill (excluding Air-Track type drill); Skidder; Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Vacuum Machine (mounted or towed); Vermeer Saws (ride-on, any size or type); Welder; Winch and Winch Cat; Work Boat Operator including L.C.M.'s.
NOTE: Effective 07/01/27 Prentice Loader will move to CLASS A.

CLASS C: "A" Frame Winch Hoist (On Truck); Aggregate Plant; Articulated Heavy Hauler; Asphalt or Concrete Grooving Machine (ride-on); Ballast Regulator (ride-on); Bituminous Heater (self-propelled); Boat (powered); Boiler (used in conjunction with production); Cement & Bin Operator; Compressors****; Concrete Pavement Spreader and Finisher; Concrete Paver or Mixer (16' & under); Concrete Saw (self-propelled); Conveyor; Deck Hand; Directional Boring/Drilling Machine Locator; Drill (Core); Drill (Well); Dust Collectors****; Electric Pump When Used in Conjunction with Well Point System; Farm Tractor with accessories; Fine Grade Machine; Fireman; Forklift; Form Tamper; Generators****; Grout Pump; Gunite Machine; Hammers (hydraulic self-propelled); Heaters****; Hydra-Spiker (ride-on); Hydraulic Pump (jacking system); Hydro-Blaster (water); Light Plants****; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Post Hole Digger (excluding hand-held); Post Driver; Power Broom (towed); Power Heaterman; Power Sweeper; Pumps****; Revinius Widener; Roller (subgrade & fill); Scarifier (ride-on); Shell Winder; Skid Steer Loader (Bobcat or similar) including all attachments; Span Saw (ride-on); Steam Cleaner; Tamper (ride-on); Tie Extractor (ride-on); Tie Handlers (ride-on); Tie Inserters (ride-on); Tie Spacers (ride-on); Tire Repair; Track Liner (ride-on); Tractor; Tractor (with towed accessories); Vacuum Machine (self-propelled); Vibratory Compactor; Vibro Tamp; Welding Machines****; Well Point.

****CLASS C NOTE: Considered Hands-Off (unmanned). Includes only operation and maintenance of the equipment.

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional	07/01/2029 Additional
CLASS A1**	$ 62.11	$ 4.29*	$ 4.42*	$ 4.56*
CLASS A	58.36	3.54*	3.67*	3.81*
CLASS B	57.48	3.54*	3.67*	3.81*
CLASS C	54.20	3.54*	3.67*	3.81*

* To be allocated at a later date.

(**) TONNAGE PREMIUMS:
All cranes up to 64 ton capacity - A1 rate
All cranes 65 ton to 110 ton capacity - A1 rate plus $ 1.50
All cranes 111 ton to 199 ton capacity- A1 rate plus $ 2.00
All cranes 200 ton to 399 ton capacity - A1 rate plus $ 3.00
All cranes 400 ton to 599 ton capacity - A1 rate plus $ 4.00
All cranes 600 ton to 799 ton capacity - A1 rate plus $ 5.00
All cranes 800 ton to 999 ton capacity - A1 rate plus $ 6.00
All cranes 1000 ton capacity and over - A1 rate plus $ 7.00

(***) Tower Cranes - A1 rate plus $ 3.00 (no tonnage premiums apply)

- Cranes in Luffer Configuration - A1 rate plus $ 5.00
- Cranes with external ballast (Tray or Wagon) - A1 rate plus $ 5.00

Additional $ 2.50 per hour for hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SHIFT WORK
SINGLE IRREGULAR WORK SHIFT: Additional $ 2.50 per hour for all employees who work a single irregular work shift starting from 5:00 PM to 1:00 AM that is mandated by the Contracting Agency.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker $ 34.45

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

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

Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time).

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

1st term (0-1000 hrs):	60%
2nd term (1001-2000 hrs):	70%
3rd term (2001-3000 hrs):	80%
4th term (3001-4100 hrs):	90%

An additional $ 2.50 per hour is required when an apprentice performs hazardous waste removal work on a State and/or Federally designated waste site which requires employees to wear Level C or above forms of personal protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker.

6-158-545h

Operating Engineer - Survey Crew 10/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew **DISTRICT** 12

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

WAGES
These rates apply to Building, Tunnel, and Heavy Highway.

Per hour:
SURVEY CLASSIFICATIONS:
Party Chief - One who directs a survey party and/or works independently.
Surveyor - One who operates the surveying instruments for measurements.
Survey Assistant - One who assists the Party Chief or Surveyor.

	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Party Chief	$ 56.64	$ 5.50*	$ 5.50*
Surveyor	52.74	$ 4.50*	$ 4.50*
Surveyor Assistant	36.00	$ 3.50*	$ 3.50*

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked:

Party Chief	$ 32.45
Surveyor	$ 32.45
Survey Assistant	$ 20.60

OVERTIME PAY
See (B, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Surveyor wage:

07/01/2026

0-1000	1001-2000	2001-3000
60%	70%	80%

SUPPLEMENTAL BENEFIT per hour worked:
All Terms: $ 22.65

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer — 10/01/2026

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer **DISTRICT** 12

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

PARTIAL COUNTIES
Dutchess: The northern portion of the county from the northern boundary line of the City of Poughkeepsie, north.

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 and/or works independently
Surveyor - One who operates the surveying instruments for measurements
Survey Assistant - One who assists the Party Chief or Surveyor.

	07/01/2026	07/01/2027 Additional	07/01/2028 Additional
Party Chief	$ 56.64	$ 5.50*	$ 5.50*
Surveyor	52.74	$ 4.50*	$ 4.50*
Survey Assistant	36.00	$ 3.50*	$ 3.50*

Additional $3.00/hr. for Tunnel Work.
Additional $2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

*To be allocated at a later date.

SUPPLEMENTAL BENEFITS
Per hour worked:

Party Chief	$ 32.45
Surveyor	$ 32.45
Survey Assistant	$ 20.60

OVERTIME PAY
See (B, Q) on OVERTIME PAGE

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

REGISTERED APPRENTICES
WAGES: 1000 hour terms based on percentage of Surveyor wage:

07/01/2026		
0-1000	1001-2000	2001-3000
60%	70%	80%

SUPPLEMENTAL BENEFIT per hour worked:
All Terms: $22.65

12-158-545 DCE

Operating Engineer - Tunnel — 10/01/2026

JOB DESCRIPTION Operating Engineer - Tunnel **DISTRICT** 7

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

PARTIAL COUNTIES
Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepsie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.
Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

CLASS A: Automatic Concrete Spreader (CMI Type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Belt Placer (CMI Type); Blacktop Plant (automated); Cableway; Caisson Auger; Central Mix Concrete Plant (automated); Concrete Curb Machine (self-propelled slipform); Concrete Pump (8" or over); Dredge; Dual Drum Paver; Excavator; Front End Loader (4 cu. yd & over); Gradall; Head Tower (Sauerman or Equal); Hoist (shaft); Hoist (two or three Drum); Log Chipper/Loader (self-feeder); Maintenance Engineer (shaft and tunnel); any Mechanical Shaft Drill; Mine Hoist; Mining Machine(Mole and similar types); Mucking Machine or Mole; Overhead Crane (Gantry or Straddle Type); Pile Driver; Power Grader; Remote Controlled Mole or Tunnel Machine; Scraper; Shovel; Side Boom; Slip Form Paver (If a second man is needed, they shall be an Oiler); Tripper/Maintenance Engineer (shaft & tunnel); Tractor Drawn Belt-Type Loader; Tug Operator (manned rented equipment excluded); Tunnel Shovel.

CLASS B: Automated Central Mix Concrete Plant; Backhoe (track mounted, rubber tired); Backhoe (topside); Bituminous Spreader and Mixer, Blacktop Plant (non-automated); Blast or Rotary Drill (truck or tractor mounted); Boring Machine; Cage Hoist; Central Mix Plant(non-automated); all Concrete Batching Plants; Compressors (4 or less exceeding 2,000 c.f.m. combined capacity); Concrete Pump; Crusher; Diesel Power Unit; Drill Rigs (tractor mounted); Front End Loader (under 4 cu. yd.); Grayco Epoxy Machine; Hoist (One Drum); Hoist (2 or 3 drum topside); Knuckle Boom material handler; Kolman Plant Loader & similar type Loaders (if employer requires another person to clean the screen or to maintain the equipment, they shall be an Oiler); L.C.M. Work Boat Operator; Locomotive; Maintenance Engineer (topside); Maintenance Grease Man; Mixer (for stabilized base-self-propelled); Monorail Machine; Plant Engineer; Personnel Hoist; Pump Crete; Ready Mix Concrete Plant; Refrigeration Equipment (for soil stabilization); Road Widener; Roller (all above sub-grade); Sea Mule; Shotcrete Machine; Shovel (topside); Tractor with Dozer and/or Pusher; Trencher; Tugger Hoist; Tunnel Locomotive; Vacuum Machine (mounted or towed); Welder; Winch; Winch Cat.

CLASS C: A Frame Truck; All Terrain Telescoping Material Handler; Ballast Regulator (ride-on); Compressors (4 not to exceed 2,000 c.f.m. combined capacity; or 3 or less with more than 1200 c.f.m. but not to exceed 2,000 c.f.m.); Compressors (any size, but subject to other provisions for compressors); Dust Collectors; Generators; Pumps; Welding Machines; Light Plants (4 or any type combination); Concrete Pavement Spreaders and Finishers; Conveyor; Drill (core); Drill (well); Electric Pump used in conjunction with Well Point System; Farm Tractor with Accessories; Fine Grade Machine; Fork Lift; Grout Pump (over 5 cu. ft.); Gunite Machine; Hammers (hydraulic-self-propelled); Hydra-Spiker (ride-on); Hydra-Blaster (water); Hydro-Blaster; Motorized Form Carrier; Post Hole Digger and Post Driver; Power Sweeper; Roller grade & fill); Scarifier (ride-on); Span-Saw (ride-on); Submersible Electric Pump (when used in lieu of well points); Tamper (ride-on); Tie-Extractor (ride-on), Tie Handler (ride-on), Tie Inserter (ride-on), Tie Spacer (ride-on); Track Liner (ride-on); Tractor with towed accessories; Vibratory Compactor; Vibro Tamp, Well Point.

CLASS D: Aggregate Plant; Cement & Bin Operator; Compressors (3 or less not to exceed 1,200 c.f.m. combined capacity); Compressors (any size, but subject to other provisions for compressors); Dust Collectors; Generators; Pumps; Welding Machines; Light Plants (3 or less or any type or combination); Concrete Saw (self-propelled); Form Tamper; Greaseman; Hydraulic Pump (jacking system); Junior Engineer; Light Plants; Mulching Machine; Oiler; Parapet Concrete or Pavement Grinder; Power Broom (towed); Power Heaterman (when used for production); Revinius Widener; Shell Winder; Steam Cleaner; Tractor.

Per hour:	07/01/2026	07/01/2027 Additional	07/01/2028 Additional	07/01/2029 Additional
CLASS A	$ 60.95	$ 3.54*	$ 3.67*	$ 3.81*
CLASS B	59.73	3.54*	3.67*	3.81*
CLASS C	56.94	3.54*	3.67*	3.81*
CLASS D	53.93	3.54*	3.67*	3.81*

* To be allocated at a later date.

Additional $5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

CRANES:
Crane 1: All Tower cranes, including self-erecting.
Crane 2: All Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty (50) ton and over.
Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks.

Crane 1	$ 64.95
Crane 2	63.95
Crane 3	62.95

SUPPLEMENTAL BENEFITS

Per hour:

$ 26.05
+ 10.85*

* This portion of the benefits subject to SAME PREMIUM as shown for overtime wages.

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it shall be observed on Monday.

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

1st term: (0-1000 hrs) 60%
2nd term: (1001-2000 hrs) 65%
3rd term: (2001-3000 hrs) 70%
4th term: (3001-4100 hrs) 75%

Additional $5.00 per hour for Hazardous Waste Work on a state or federally designated hazardous waste site where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection.

SUPPLEMENTAL BENEFITS per hour: Same as Journeyworker.

7-158-832TL.

Painter — 10/01/2026

JOB DESCRIPTION Painter **DISTRICT** 3

ENTIRE COUNTIES
Allegany, Broome, Cattaraugus, Cayuga, Chautauqua, Chemung, Chenango, Cortland, Delaware, Erie, Genesee, Herkimer, Jefferson, Lewis, Livingston, Madison, Monroe, Niagara, Oneida, Onondaga, Ontario, Orleans, Oswego, Otsego, Schuyler, Seneca, St. Lawrence, Steuben, Tioga, Tompkins, Wayne, Wyoming, Yates

WAGES
Per hour: 07/01/2026

Bridge	$ 47.39
Tunnel	47.39
Tank*	45.39

For Bridge Painting Contracts, ALL WORKERS on and off the bridge (including Flagmen) are to be paid Painter's Rate; the contract must be ONLY for Bridge Painting.

*Tank rate applies to indoor and outdoor tanks, tank towers, standpipes, digesters, waste water treatment tanks, chlorinator tanks, etc. Covers all types of tanks including but not limited to steel tanks, concrete tanks, fiberglass tanks, etc.

SHIFT WORK
Note an additional $1.50 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS
Per hour:
$ 32.81

OVERTIME PAY
Exterior work only See (B, E2, E4, F, R) on OVERTIME PAGE.
All other work See (B, F, R) on OVERTIME PAGE.

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

REGISTERED APPRENTICES
Wages per hour:

750 hour terms at the following wage:

1st	2nd	3rd	4th	5th	6th
$ 24.00	$ 26.00	$ 28.00	$ 30.00	$ 34.00	$ 38.00

Supplemental benefits per hour:

1st	2nd	3rd	4th	5th	6th
$ 6.60	$ 6.95	$ 7.30	$ 7.65	$ 8.00	$ 8.35

3-4-Bridge, Tunnel, Tank

Painter — 10/01/2026

JOB DESCRIPTION Painter **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES
Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.
Ontario: The City and Township of Geneva.
Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2026
Basic Rate (Brush & Roll)	$ 30.03
Sign Painting	30.03
Lead Based Paint Abatement	30.03
Drywall Taper/ Finisher	31.03
Wallcovering	31.03
Drywall Machine Operator	31.53
Spray	30.53
Parking Lot, Hwy Striping	30.53
Epoxy (Brush-Roller)	30.53
Epoxy (Spray)	30.53
Sandblasting (Operator)	30.53
Boatswain Chair	30.53
Swing Scaffold	30.53
Structural Steel (except bridges, tanks, tunnel)	30.53
Coal Tar epoxy	31.53
Asbestos Encapsulation	32.23

NOTE - SEE BRIDGE PAINTER RATES (Schedule 3-4-Bridge, Tunnel, Tank) FOR BRIDGES, TANKS, OR TUNNELS.

SHIFT WORK
For any shift which starts prior to 6:00 AM or after 3:00 PM, all employees who work a single irregular work shift on governmental mandated work shall be paid an additional $ 2.00 per hour above the applicable wage scale.

SUPPLEMENTAL BENEFITS

Per hour:	
Journeyworker	$ 27.30

OVERTIME PAY
See (B, *E2, F, R) on OVERTIME PAGE
* NOTE - On exterior work only.

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: A holiday that falls on a Saturday will be celebrated on the preceding Friday. A holiday that falls on a Sunday will be celebrated on the following Monday.

REGISTERED APPRENTICES
WAGES per hour:
Painter/Decorator: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 18.00	$ 18.50	$ 19.00	$ 19.50	$ 20.00	$ 21.00	$ 22.00	$ 23.00

Drywall Taper/ Finisher: 750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th
$ 20.00	$ 20.50	$ 21.00	$ 21.50	$ 22.00	$ 23.00

SUPPLEMENTAL BENEFITS per hour:
Painter/Decorator:

1st	2nd	3rd	4th	5th	6th	7th	8th
$ 6.50	$ 6.50	$ 7.50	$ 7.50	$ 10.50	$ 10.50	$ 13.00	$ 13.00

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
$ 7.50	$ 7.50	$ 7.50	$ 10.00	$ 10.00	$ 12.00

6-31

Painter - Metal Polisher **10/01/2026**

JOB DESCRIPTION Painter - Metal Polisher **DISTRICT** 8

ENTIRE COUNTIES

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

WAGES

	07/01/2026
Metal Polisher	$ 41.33
Metal Polisher*	42.43
Metal Polisher**	45.33

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

SUPPLEMENTAL BENEFITS
Per Hour:

Journeyworker:	
All classifications	$ 13.99

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

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

REGISTERED APPRENTICES
Wages per hour:
One (1) year term at the following wage rates:

	07/01/2026
1st year	$ 20.67
2nd year	22.73
3rd year	24.80
1st year*	$ 21.06
2nd year*	23.17
3rd year*	25.34
1st year**	$ 23.17
2nd year**	25.23
3rd year**	27.30

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

Supplemental benefits:
Per hour:

1st year	$ 9.19
2nd year	9.19
3rd year	9.19

8-8A/28A-MP

Plumber — 10/01/2026

JOB DESCRIPTION Plumber **DISTRICT** 6

ENTIRE COUNTIES
Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES
Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.
Seneca: Only the Townships of Covert and Lodi.
Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.
Tioga: Only the Townships of Barton, Berkshire, Candor, Nichols, Richford, Spencer and Tioga.

WAGES
Per hour:

	07/01/2026
Plumber, Steamfitter,	$ 52.16

Pipefitter, Welder,
HVAC, Refrigeration.

SHIFT WORK
SINGLE IRREGULAR WORK SHIFT: Additional 15% premium added to the wage rate above for a single irregular work shift starting between 4:30 PM and 7:00 AM.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 28.75*

*NOTE: $ 15.27 of the supplemental benefits are paid at the same premium as shown for overtime work performed at semi-conductor manufacturer and/or fabrication plants.

OVERTIME PAY
Time and one half for the 9th & 10th hours Monday through Friday and first 10 hours on Saturday. All other overtime hours are double time.

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

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of the Journeyworker's wage:

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour*:

1st	$ 16.20
2nd	25.03
3rd	25.72
4th	26.34
5th	27.41

*NOTE: Below is the portion of supplemental benefits paid at overtime premiums for work performed at semi-conductor manufacturer and/or fabrication plants:

1st	n/a
2nd	$ 8.58
3rd	8.77
4th	9.14
5th	9.71

6-81-SF

Roofer — 10/01/2026

JOB DESCRIPTION Roofer **DISTRICT** 6

ENTIRE COUNTIES
Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour:	07/01/2026	06/01/2027 Additional
Roofer, Waterproofer	$ 37.30	$ 2.00*

* To be allocated at a later date.

NOTE - Does not include metal roof flashings, gravel stop, or metal roofing; See Sheetmetal Worker wage schedule.

Additional per hour:	
Green Roofing**	$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

** Green Roofing is any component of green technology or living roof above the roof membrane including, but not limited to, the fabric, dirt and plantings.

SHIFT WORK

When mandated by the owner or contracting agency, there is an additional premium of $ 4.00 per hour for any hours worked after 5:30 PM and before 5:30 AM.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	$ 26.89
Additional contribution on any Asbestos Abatement work	0.75

OVERTIME PAY

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

*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

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

NOTE: When any of these holidays fall on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

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

1st term (0 to 999)	65%
2nd term (1000 to 1999)	70%
3rd term (2000 to 2999)	75%
4th term (3000 to 3999)	85%

Additional per hour:

Green Roofing**	$ 0.25
Pitch Removal & Appl.	1.50
Asbestos Abatement	1.50

SUPPLEMENTAL BENEFITS per hour:

1st term	$ 20.52
2nd term	22.44
3rd term	25.89
4th term	26.89
Additional contribution on any Asbestos Abatement work	$ 0.75

6-195

Sheetmetal Worker — 10/01/2026

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 6

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour:

	07/01/2026	05/01/2027 Additional
Sheetmetal Worker:		
**(under $ 10 million)	$ 40.54	$ 3.25*
**(over $ 10 million)	$ 46.54	3.25*

* To be allocated at a later date.
**For total cost of Sheetmetal contract only.

TO INCLUDE METAL ROOF FLASHINGS, GRAVEL STOP, AND METAL STANDING SEAM ROOFING.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	$ 23.81

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES
WAGES per hour: One year terms at the following percentage of the Journeyworker's wage.

1st	2nd	3rd	4th	5th
55%	60%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

1st	2nd	3rd	4th	5th
$ 15.36	$ 15.90	$ 16.99	$ 18.63	$ 19.72

6-58

Sprinkler Fitter — 10/01/2026

JOB DESCRIPTION Sprinkler Fitter **DISTRICT** 1

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

WAGES
Per hour

	07/01/2026	01/01/2027	04/01/2027	01/01/2028
Sprinkler Fitter	$ 47.91	$ 47.91	$ 50.76	$ 50.76

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 30.71	$ 31.71	$ 31.71	$ 32.71

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES
One Half Year terms at the following wage per hour:

	07/01/2026	01/01/2027	04/01/2027	01/01/2028
1st Term	$ 24.50	$ 24.50	$ 25.73	$ 25.73
2nd Term	27.35	27.35	28.72	28.72
3rd Term	29.63	29.63	31.11	31.11
4th Term	31.91	31.91	33.50	33.50
5th Term	33.62	33.62	35.30	35.30
6th Term	36.47	36.47	38.29	38.29
7th Term	38.75	38.75	40.68	40.68
8th Term	41.03	41.03	43.08	43.08
9th Term	43.30	43.30	45.47	45.47
10th Term	45.58	45.58	47.86	47.86
Supplemental Benefits per hour:				
1st & 2nd Term	$ 10.23	$ 11.23	$ 11.23	$ 12.23
3rd & 4th Term	22.79	23.79	23.79	24.79
All Other Terms	23.04	24.04	24.04	25.04

1-669

Teamster - Building — 10/01/2026

JOB DESCRIPTION Teamster - Building **DISTRICT** 6

ENTIRE COUNTIES
Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES
Allegany: Only the Townships of Alfred, Almond, Burns.

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.
Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
Oswego: All Townships except Boylston, Redfield and Sandy Creek.
Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worchester.
Steuben: Only the Townships of Canisteo, Cohoctan, Dansville, Fremont, Greenwood, Hornell, Hartsville, Jasper, Prattsburg, Troupsburg, and West Union.
Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within the State of New York.

WAGES
GROUP A: Straight Trucks.
GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.
GROUP C: Euclid.
GROUP D: On site Mechanic.

Per hour:	07/01/2026	07/01/2027	07/01/2028
Building: (under $ 5 million*)			
GROUP A, B, C, D	$ 38.65	$ 42.31	$ 47.91
Building: (over $ 5 million*)			
GROUP A, B	$ 39.70	$ 43.36	$ 48.96
GROUP C	40.05	43.71	49.31
GROUP D	39.85	43.51	49.11

* Total project cost including General Construction, Plumbing, HVAC and Electrical

NOTE: All work performed at nuclear power plants, and fuel trucks that require a hazardous materials license, shall receive a $ 5.00 per hour premium above the applicable wage rate.

SUPPLEMENTAL BENEFITS
Per hour:

(under $ 5 million*)	$ 33.16	$ 35.51	$35.92
(over $ 5 million*)	33.96	36.31	36.73

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY
(D, O) on OVERTIME PAGE

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

6-317

Teamster - Heavy&Highway — 10/01/2026

JOB DESCRIPTION Teamster - Heavy&Highway **DISTRICT** 6

ENTIRE COUNTIES
Onondaga

PARTIAL COUNTIES
Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
Oswego: All Townships except Boylston, Redfield and Sandy Creek.

WAGES
GROUP 1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks (straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers*, Greasers, Truck Tiremen, Mechanic Helpers and Parts Chasers. Tandems and Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

GROUP 2: Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, where not self-loading, Straddle (Ross) Carrier and self-contained concrete mobile unit, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

GROUP 3: Fuel trucks that require a HazMat license endorsement.

Per hour:	07/01/2026	06/01/2027

GROUP 1	$ 40.20	$ 43.86
GROUP 2	40.40	44.06
GROUP 3	45.20	48.86

Additional $ 1.50 per hour on City, County, Federal and/or State designated hazardous waste site when personal protection is required by regulation to be used or worn.

SHIFT WORK
A single irregular work shift can start any time between 5:00 PM and 1:00 AM. All employees who work a single irregular shift on governmental mandated night work shall be paid an additional $ 5.00 per hour.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 29.37	$ 30.21

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

HOLIDAY
Paid: See (5, 6) on HOLIDAY PAGE
Overtime: See (5, 6) on HOLIDAY PAGE
NOTE: If a holiday falls on Sunday, it will be celebrated on Monday.

6-317h

Welder — 10/01/2026

JOB DESCRIPTION Welder **DISTRICT** 1

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

WAGES
Per hour 07/01/2026

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Onondaga County Residential

Electrician - Residential — 10/01/2026

JOB DESCRIPTION Electrician - Residential **DISTRICT** 6

ENTIRE COUNTIES
Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES
Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.
Chenango: Only the Townships of Columbus, New Berlin and Sherburne.
Onondaga: Entire County except Townships of Elbridge and Skaneateles.
Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lisbon.
Tompkins: Only the Township of Groton.
Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES
NOTE: These rates apply only to projects involving construction, alteration or repair of single-family houses or apartment buildings of no more than four (4) stories in height, including all incidental items such as site work, parking areas, utilities, and sidewalks.

Per hour:	07/01/2026
Residential-Rehab	
Electrician	$ 29.70

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 14.41 plus 3% of hourly wage paid*

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

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

HOLIDAY
Paid: See (1) on HOLIDAY PAGE
Overtime: See (5, 6, 15, 26) on HOLIDAY PAGE
NOTE: If any of the above holidays fall on a Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES
WAGES per hour: Hourly terms at the following wage.

1st period (0-1000 hrs)	$ 19.30
2nd period (1001-2000)	19.30
3rd period (2001-3500)	22.30
4th period (3501-5000)	25.25

SUPPLEMENTAL BENEFITS per hour:

1st period	$ 13.41*
2nd period	13.41*
3rd period	14.41*
4th period	14.41*

*NOTE: Plus 3% of hourly wage paid, straight time rate or premium time rate.

6-43r s.o.c.

Electrician - Residential — 10/01/2026

JOB DESCRIPTION Electrician - Residential **DISTRICT** 7

ENTIRE COUNTIES
Yates

PARTIAL COUNTIES
Cayuga: All Townships except Genoa, Ira, Locke, Sempronius, Sterling, Summerhill, and Victory.
Onondaga: Townships of Elbridge and Skaneateles.
Ontario: Townships of Canandaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps, and Seneca.
Seneca: All Townships except Covert and Lodi.
Wayne: Townships of Arcadia, Galen, Lyons, Savannah, and the Village of Newark.

WAGES
NOTE: These rates apply only to projects involving construction, alteration or repair of single-family houses or apartment buildings of no more than four (4) stories in height, including all incidental items such as site work, parking areas, utilities, and sidewalks.

Per hour:	07/01/2026
Residential Wireman	$ 31.20

SHIFT WORK

Work from 4:30 PM - 1:00AM*	35.90
Work from 12:30 AM - 9:00 AM*	37.45

* Applies when multiple shifts of 8 hours for at least 5 days duration are mandated by the contracting agency.

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 9.75 plus 3% of wage paid + $1.20*

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

OVERTIME PAY
See (B, E, E2, Q) on OVERTIME PAGE
WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked. Contractor is still responsible to pay the hourly benefit amount for each hour worked.

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

7-840 R

Laborer - Residential — 10/01/2026

JOB DESCRIPTION Laborer - Residential **DISTRICT** 7

ENTIRE COUNTIES
Cayuga, Onondaga, Oswego

WAGES
NOTE: Residential Construction is defined as one family, two family, row housing and garden type homes or apartments which are not more than four (4) stories high and are used as private dwellings. It shall not cover any building which is not being used as a private dwelling regardless of its location or size.

Per hour:	07/01/2026
Residential Laborer.	$ 24.40
Asbestos & Hazardous Waste Removal.	29.40

SUPPLEMENTAL BENEFITS
Per hour:

Journeyworker	$ 14.46

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

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

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

1st	2nd	3rd	4th
70%	80%	90%	95%

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyworker.

7-633r CayOnOs

Mason - Residential 10/01/2026

JOB DESCRIPTION Mason - Residential **DISTRICT** 12

ENTIRE COUNTIES
Cayuga, Onondaga

PARTIAL COUNTIES
Madison: Only the Townships of Sullivan & Cazenovia

WAGES
IMPORTANT NOTE: Applies to the construction of one family, two family row housing, townhouses, apartments, condominiums and garden type projects or a combination thereof, together with related service buildings and facilities which construction work may be performed wholly on-site or may consist of the assembly of off-site produced modules or components but any of which living units are in the finished form no more than four (4) stories high and are to be used as dwellings.

Per hour

	07/01/2026
Mason	$ 25.48

SUPPLEMENTAL BENEFITS
Per hour worked

Journeyworker	$ 19.34

OVERTIME PAY
See (B, E2, H) on OVERTIME PAGE

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

12-2r3

Sprinkler Fitter - Residential 10/01/2026

JOB DESCRIPTION Sprinkler Fitter - Residential **DISTRICT** 1

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

WAGES
IMPORTANT NOTE: "Residential fire protection work" is applicable to one or two family dwellings, all multiple family dwelling units which are permitted to have a single exterior up to and including four stories, townhouses with units stacked vertically up to and including four stories and group residential care facilities and protective care homes (sheltered housing), not to include nursing homes or ambulatory care facilities.

Per hour

	07/01/2026	01/01/2027	04/01/2027	01/01/2028
Sprinkler Fitter	$ 37.82	$ 37.82	$ 39.96	$ 39.96

SUPPLEMENTAL BENEFITS
Per hour

Journeyworker	$ 30.71	$ 31.71	$ 31.71	$ 32.71

OVERTIME PAY
See (B, H) 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.

1-669r

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

(AA)	Time and one half of the hourly rate after 7 and one half hours per day
(A)	Time and one half of the hourly rate after 7 hours per day
(B)	Time and one half of the hourly rate after 8 hours per day
(B1)	Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday. Double the hourly rate for all additional hours
(B2)	Time and one half of the hourly rate after 40 hours per week
(B3)	Time and one half of the hourly rate after 40 straight hours per week
(C)	Double the hourly rate after 7 hours per day
(C1)	Double the hourly rate after 7 and one half hours per day
(D)	Double the hourly rate after 8 hours per day
(D1)	Double the hourly rate after 9 hours per day
(E)	Time and one half of the hourly rate on Saturday
(E1)	Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
(E2)	Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E3)	Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
(E4)	Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
(E5)	Double time after 8 hours on Saturdays
(F)	Time and one half of the hourly rate on Saturday and Sunday
(G)	Time and one half of the hourly rate on Saturday and Holidays
(H)	Time and one half of the hourly rate on Saturday, Sunday, and Holidays
(I)	Time and one half of the hourly rate on Sunday
(J)	Time and one half of the hourly rate on Sunday and Holidays
(K)	Time and one half of the hourly rate on Holidays
(L)	Double the hourly rate on Saturday
(M)	Double the hourly rate on Saturday and Sunday
(N)	Double the hourly rate on Saturday and Holidays
(O)	Double the hourly rate on Saturday, Sunday, and Holidays
(P)	Double the hourly rate on Sunday
(Q)	Double the hourly rate on Sunday and Holidays
(R)	Double the hourly rate on Holidays

(S)	Two and one half times the hourly rate for Holidays
(S1)	Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
(T)	Triple the hourly rate for Holidays
(U)	Four times the hourly rate for Holidays
(V)	Including benefits at SAME PREMIUM as shown for overtime
(W)	Time and one half for benefits on all overtime hours.
(X)	Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

(1)	None
(2)	Labor Day
(3)	Memorial Day and Labor Day
(4)	Memorial Day and July 4th
(5)	Memorial Day, July 4th, and Labor Day
(6)	New Year's, Thanksgiving, and Christmas
(7)	Lincoln's Birthday, Washington's Birthday, and Veterans Day
(8)	Good Friday
(9)	Lincoln's Birthday
(10)	Washington's Birthday
(11)	Columbus Day
(12)	Election Day
(13)	Presidential Election Day
(14)	1/2 Day on Presidential Election Day
(15)	Veterans Day
(16)	Day after Thanksgiving
(17)	July 4th
(18)	1/2 Day before Christmas
(19)	1/2 Day before New Years
(20)	Thanksgiving
(21)	New Year's Day
(22)	Christmas
(23)	Day before Christmas
(24)	Day before New Year's
(25)	Presidents' Day
(26)	Martin Luther King, Jr. Day
(27)	Memorial Day
(28)	Easter Sunday

(29) Juneteenth

Appendix D

Standard Clauses for all New York State Contracts

APPENDIX D
STANDARD CLAUSES FOR ALL
NEW YORK STATE CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the previous consent, in writing, of the State and any attempts to assign the contract without the State's written consent are null and void. The Contractor may, however, assign its right to receive payment without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds $10,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds $10,000, it shall not be valid, effective or binding upon the State until it has been approved by the State Comptroller and filed in his office.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

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

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law.

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

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

9. SET-OFF RIGHTS. The State shall have all of its common law, equitable and statutory rights of set-off. These rights shall

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contact (hereinafter, collectively, "the Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) FEDERAL EMPLOYER IDENTIFICATION NUMBER and/or FEDERAL SOCIAL SECURITY NUMBER. All invoices or New York State standard vouchers submitted for payment for the sale of goods or services or the lease of real or personal property to a New York State agency must include the payee's identification number, i.e., the seller's or lessor's identification number. The number is either 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 may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or New York State standard voucher, must give the reason or reasons why the payee does not have such number or numbers.

(b) PRIVACY NOTIFICATION. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in New York State's Central Accounting System by the Director of State Accounts, Office of the State Comptroller, AESOB, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of $25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of $100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of $100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then:

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

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

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

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

employment opportunity which effectuates the purpose of this section. The contracting agency shall determine whether the imposition of the requirements of the provisions hereof duplicate or conflict with any such federal law and if such duplication or conflict exists, the contracting agency shall waive the applicability of Section 312 to the extent of such duplication or conflict. Contractor will comply with all duly promulgated and lawful rules and regulations of the Governor's Office of Minority and Women's Business Development pertaining hereto.

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix D, the terms of this Appendix D shall control.

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

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

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

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

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

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

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

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

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

Empire State Development Corp.
Division of Small Business
One Commerce Plaza
Albany, New York 12245
Phone: (518) 473-0499
Fax: (518) 474-1512

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

Empire State Development Corp.
Minority & Women's Business Development Div.
One Commerce Plaza
Albany, New York 12245
Phone: (518) 473-0582
Fax: (518) 473-0665
and
Empire State Development Corp.
633 Third Avenue
New York, NY 10017
Phone: (212) 803-2414
Fax: (212) 803-3223
Internet: http://www.empire.state.ny.us/

The Omnibus Procurement Act of 1992 requires that by signing this bid proposal or contract, as applicable, Contractors certify that whenever the total bid amount is greater than $1 million:

(a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;

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

(c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such

manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and

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

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a state that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 amendments (Chapter 684, Laws of 1994) require that they be denied contracts which they would otherwise obtain. NOTE: New Mexico, S. Carolina, Alaska, W. Virginia, Oklahoma, Montana, Wyoming, Louisiana and Hawaii are the states currently subject to this provision.

Revised January 1996

Appendix E

Standard Clauses for all New York State Department of Environmental Conservation Contracts

APPENDIX E
STANDARD CLAUSES FOR ALL
NEW YORK STATE DEPARTMENT OF
ENVIRONMENTAL CONSERVATION
CONTRACTS

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

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

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

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

(b) An organizational conflict of interest exists when the nature of the work to be performed under this contract may, without some restriction on future activities, either result in an unfair competitive advantage to the Contractor or impair or appear to impair the Contractor's objectivity in performing the work for the Department.

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

(d) Remedies - The Department may terminate this contract in whole or in part, if it deems such termination necessary to avoid an organizational or personal conflict of interest, or an unauthorized disclosure or information. If the Contractor was aware of a potential conflict of interest prior to award, or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Department, the Department may terminate the contract, or pursue such other remedies as may be permitted by the terms of Clause I of this Appendix or other applicable provisions of this contract regarding termination.

(e) In addition to the requirements of the above clauses with respect to "Organizational Conflicts of Interest," the following provision with regard to employee personnel performing under this contract shall apply until the earlier of the termination date of the affected employee(s) or the duration of the contract.

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

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

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

(h) The Contractor recognizes that employees in performing this contract may have access to data, either provided by the Department or first generated during contract

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

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

If this is a contract for work related to action at an inactive hazardous waste site, the following paragraph shall apply:

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

(1) The Contractor will be ineligible to enter into a contract for remedial action projects for which the Contractor has developed the statement of work or the solicitation package.

(2) The Contractor, during the life of the work assignment and for a period of five (5) years after the completion of the work assignment, agrees not to enter into a contract with or to represent any party with respect to any work relating to remedial activities or work pertaining to a site where the Contractor previously performed work for the Department under this contract without the prior written approval of the Department.

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

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

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

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

VII. The terms contained in this clause shall have the definitions as given in, and shall be construed according to the intent of Article 15-A of the Executive Law, 9 NYCRR Part 540, et. seq., Article 52 of the Environmental Conservation Law and 6 NYCRR Part 615, et. seq., as applicable, and any goals established by this clause are subject to the intent of such laws and regulations.

(a) If the maximum contract price herein equals or exceeds $25,000, and this contract is for labor, services, supplies, equipment, or materials; or

If the maximum contract price herein equals or exceeds $100,000 and this contract is for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon;

The affirmative action provisions and equal employment opportunity provisions contained in this paragraph and paragraphs b-f of this clause shall be applicable within the limitations established by Executive Law §§312 and 313 and the applicable regulations.

(1) The Contractor is requested to make good faith efforts to subcontract at least ___% of the dollar value of this contract to Minority Owned Business Enterprises (MBEs) and at least ___% of such value to Women Owned Business Enterprises (WBEs).

(2) The Contractor is requested to make good faith efforts to employ or contractually require any subcontractor with whom it contracts to make good faith efforts to employ minority group members for at least 10% of, and women for at least 10% of, the workforce hours required to perform the work under this contract.

(3) The Contractor is requested to make good faith efforts to solicit the meaningful participation by enterprises identified in the NYS Directory of Certified Businesses provided by the Governor's Office of Minority and Women's Business Development.

(b) The Contractor agrees to include the provisions set forth in paragraph (a) above and paragraphs (a), (b), and (c) of clause 12 of Appendix D in every subcontract in such a manner that the provisions will be binding upon each subcontractor as to work under such subcontract. For the purpose of this paragraph, a "subcontract" shall mean an agreement providing for a total expenditure in excess of $25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon in which a portion of the Contractor's obligation under a State contract is undertaken or assumed.

(c) The Contractor is requested to make good faith efforts to utilize the MBE/WBEs identified in the utilization plan to the extent indicated in such plan, and otherwise to implement it according to its terms. The Contractor is requested to report on such implementation periodically as provided by the contract, or annually, whichever is more frequent. The Contractor also agrees to incorporate into any contract with subcontractors, provisions applicable to recordkeeping, reporting, notice requirements and actions suggested by the Department to implement the utilization plan, and the intent of the Executive Law Article 15-A, the regulations promulgated thereunder, and other applicable law and regulations.

(d) The Contractor hereby agrees to comply with the intent of the applicable provisions of Executive Law Article 15-A and the regulations promulgated thereunder. Executive Law §§312 and 316 are hereby incorporated by reference.

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

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

IX. The following steps, or as many as are necessary to resolve the dispute between the Department and the Contractor, are prescribed.

The Contractor specifically agrees to submit, in the first instance, any dispute relating to this contract to the designated individual, who shall render a written decision and furnish a copy thereof to the Contractor and the Department. The Contractor must request such decision in writing no more than fifteen days after it knew or should have known of the facts which are the basis of the dispute. The decision of the designated individual shall be final and conclusive unless the Contractor files a written appeal of that decision with the designated appeal individual within twenty days of receipt of that decision.

The designated appeal individual shall review the record and the decision and confirm or reverse the initial decision in writing, in accordance with the Divisional contract resolution procedures in effect at that time.

The decision of the designated appeal individual shall be final and conclusive unless the Contractor files a written appeal of that decision with the Chair of the Contract Review Committee within twenty days of receipt of that decision.

The designated individual to hear disputes is:

_____
(Name and Title)

_____
(Address)

_____
(Telephone)

The designated appeal individual to review decisions made regarding disputes is:

_____
(Name and Title)

_____
(Address)

_____
(Telephone)

The Chair of the Contract Review Committee is:

Department of Environmental Conservation
Richard K. Randles, Chair
Contract Review Committee
50 Wolf Road, Room 674
Albany, NY 12233-5010
Telephone: (518) 457-1141

The Chair of the Contract Review Committee shall convene a fact-finding proceeding in accordance with the Committee's established contract dispute resolution guidelines. The proceeding will provide the Contractor with an opportunity to be heard and to submit additional written support of its position. The Committee shall make a recommendation to the Division Director who shall render the agency determination, subject to the final approval of the Deputy Commissioner for Administration.

This decision shall be subject to review only pursuant to Article 78 of the Civil Practice Law and Rules. Pending final determination of a dispute hereunder, the Contractor shall proceed diligently with the performance of the Contract in accordance with the decision of the designated individual. Nothing in this Contract shall be construed as making final

the decision of any administrative officer upon a question of law.

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

The Committee will promptly convene a hearing in accordance with Article 15-A of the Executive Law and the regulations promulgated thereunder.

The decision of the Deputy Commissioner for Administration shall be a final agency determination, reviewable in accordance with said Article 78 of the Civil Practice Law and Rules.

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

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

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

XI. In accordance with State Law (Chapter 55 of the Laws of 1992), the Department has the authority to administratively offset any monies due it from the Contractor, from payments due to the Contractor under this contract.

XII. The contractor agrees that if selected as the lowest bidder, the contractor will stipulate concerning adherence to the MacBride Fair Employment Principles, as prescribed by Chapter 807, of the Laws of 1992. Section 174-B of the State Finance Law requires that before entering into certain State contracts, persons or entities stipulate that they either (1) have no business operations in Northern Ireland or (2), if so engaged, will conduct such operations in accordance with the MacBride Fair Employment Principles.

For contracts competitively bid, if the lowest responsible bidder fails to stipulate as required by Section 174-B, and another bidder, whose bid price for goods, services or construction of comparable quality is within five percent of the lowest bid, has so stipulated, the contracting entity shall refer such bids to the Office of General Services. The purpose of such referral is a determination by the Commissioner of General Services whether it is in the best interests of the State to reject the low bid and to award the contract to another qualifying bidder.

XIII. Pursuant to Section 167-B of the State Finance Law, unless otherwise exempted, any bid, proposal or other response to a solicitation for bid or proposal which proposes or calls for the use of any tropical hardwood or other tropical wood product in performance of the contract shall be deemed non-responsive.

XIV. In the event of a conflict between the terms of this Appendix E and the terms of the Contract (including any and all attachments thereto and amendments thereof, but not including Appendix D), the terms of this Appendix E shall control. In the event of a conflict between the terms of this Appendix E and Appendix D, the terms of Appendix D shall control.

RIDER TO APPENDIX E
STANDARD CLAUSES FOR ALL NEW YORK STATE DEPARTMENT OF ENVIRONMENTAL CONSERVATION CONTRACTS

The parties to this contract hereby agree that clause II of this Appendix E is hereby revised to read as follows:

II. The Contractor agrees that it will indemnify and save harmless the Department and the State of New York from and against all losses from claims, demands, payments, suits, actions, recoveries and judgments, of every nature and, description brought or recovered against it by reason of any acts or omissions of the Contractor, its agents, employees, or subcontractors in the performance of this contract which are shown to have been the result of negligence, gross negligence or reckless, wanton or intentional misconduct.

Revised January 1996

Appendix F

NYS Revolving Fund Bid Terms and Conditions (Effective October 1, 2025)

Environmental Facilities Corporation | Department of Health

KATHY HOCHUL
Governor

MAUREEN A. COLEMAN
President and CEO

Mandatory State Revolving Fund Terms and Conditions

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

Identify Contract Type prior to Advertisement for Bid:

☐ **Construction**

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

☐ **Non-Construction**

Effective October 1, 2025

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

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INTRODUCTION

The terms and conditions below must be incorporated verbatim into contracts receiving SRF financial assistance. Additional information relating to each of the requirements is included in the companion guidance document. Recipients, Contractors, Subcontractors, and any other involved entities must also comply with any and all applicable rules and regulations not listed below or in the companion guidance document.

REQUIRED CONTRACT LANGUAGE

COMMONLY USED TERMS

The following commonly used terms are defined herein as follows:

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

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

Contract means an agreement between a Recipient and a Contractor.

Contractor means all bidders, prime contractors, surety that is completing performance for a defaulted contractor pursuant to a performance bond, non-construction service providers, and consultants as hereinafter defined, unless specifically referred to otherwise.

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

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

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

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

State means the State of New York.

Subcontract means an agreement between a Contractor and a Subcontractor.

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

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

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

SECTION 1 FEDERAL ARCHITECTURAL AND ENGINEERING PROCUREMENT REQUIREMENTS

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

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

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

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

> ***Contracts Meeting Article 15-A Thresholds*** *means Contracts or Subcontracts meeting the thresholds under New York State Executive Law Article 15-A as follows:*
> *a) Non-Construction Provider Contracts greater than $25,000;*
> *b) Non-Construction Provider Contracts that are initially under $25,000 but subsequent change orders or contract amendments increase the Contract value to above $25,000;*
> *c) Construction Contracts greater than $100,000; and,*
> *d) Construction Contracts that are initially under $100,000 but subsequent change orders or contract amendments increase the Contract value to above $100,000.*

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

I. General Provisions

A. Contractors and Subcontractors are required to comply with the following provisions:

1. New York State Executive Law Article 15-A and 5 NYCRR Parts 140-145 ("MWBE Regulations") for all State Contracts meeting Article 15-A thresholds.

2. Title VI of the Civil Rights Act of 1964 and 40 CFR Part 7 ("Title VI") for any program or activity receiving federal financial assistance, as those terms are defined therein.

3. Title VII of the Civil Rights Act of 1964 and 41 CFR Part 60-1 Subpart A ("Title VII") for construction Contracts related to any government programs providing federal financial assistance, as those terms are defined therein.

4. 41 CFR Part 60-4 ("Federal Affirmative Action Regulations") for federal or federally assisted construction Contracts in excess of $10,000, as those terms are defined therein.

5. Section 504 of the Rehabilitation Act of 1973 ("Section 504") for any program or activity receiving federal financial assistance, as those terms are defined therein.

6. The Age Discrimination Act of 1975 ("Age Discrimination Act") for any program or activity receiving federal financial assistance, as those terms are defined therein.

7. Section 13 of the Federal Water Pollution Control Act ("Clean Water Act") Amendments of 1972 ("Section 13") for any program or activity receiving federal financial assistance under the Clean Water Act, as those terms are defined therein.

B. Upon request from the Recipient and/or EFC, Contractor will provide complete responses to inquiries and all MWBE and EEO records available within a reasonable time or as otherwise determined by EFC.

C. Failure to comply with all of the requirements herein may result in a finding by the Recipient that the Contractor is non-responsive, non-responsible, and/or has breached the Contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to subsection III(E) of this section, or enforcement proceedings as allowed by the Contract.

D. If any terms or provisions herein conflict with Executive Law Article 15-A, the MWBE Regulations, Title VI, Title VII, or Federal Affirmative Action Regulations, such law and regulations shall supersede these requirements.

II. Equal Employment Opportunities (EEO)

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

B. The Contractor shall comply with the provisions of the Human Rights Law (Executive Law Article 15), Title VI, Title VII, the Federal Affirmative Action Regulations, Section 504, Age Discrimination Act, Section 13, and all other State and Federal statutory and constitutional non-discrimination provisions. The Contractor and Subcontractors shall not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

C. Contractors and Subcontractors shall have instituted grievance procedures to assure the prompt and fair resolution of complaints when a violation of Title VI of the Civil Rights Act of 1964 or Title 40 CFR Part 7 is alleged.

D. Pursuant to 40 CFR § 7.95, the Contractor shall display a copy of the EEO notice at the project site in a visible location. The notice shall accommodate individuals with impaired vision or hearing and should be provided in languages other than English where appropriate. The notice must also identify the employee responsible for its EEO compliance. See guidance document for sample notice.

E. The Contractor will include the provisions of Subdivisions II(A) and II(C) in every Subcontract in such a manner that the requirements of these subdivisions will be binding upon each Subcontractor as to work in connection with the Contract.

F. The Contractor and Subcontractor will comply with the requirements of 41 CFR § 60-1.4(b) and (c), and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender

identity, or national origin. The Contractor and Subcontractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship.

G. ***For construction contracts in excess of $10,000***, the Contractor and Subcontractor will comply with the Affirmative Action Regulations and such provisions are hereby incorporated by reference. These provisions require, in part, that the Contractor and Subcontractor place affirmative action goals on Contracts and Subcontracts, as established by the United States Department of Labor. See guidance document for goals.

H. Pursuant to 41 CFR Section 60-1.7 for federally assisted construction Contracts, Contractor and Subcontractor will annually file an EEO-1 Report with the Joint Reporting Committee for the Office of Federal Contract Compliance Programs (OFCCP) and the Equal Employment Opportunity Commission (EEOC) according to the instructions provided at https://www.eeoc.gov/employers/eeo-1-survey/eeo-1-instruction-booklet, if Contractor or Subcontractor:

1. Is not exempt from compliance pursuant to 41 CFR § 60-1.5;
2. Has 50 or more employees;
3. Is a prime Contractor or first tier Subcontractor; or Subcontractor below the first tier which performs construction work at the site of construction; and
4. Has a Contract, Subcontract, or purchase order amounting to $50,000 or more.

III. Business Participation Opportunities for MWBEs

Applicable to Contracts Meeting Article 15-A Thresholds

A. Contract Goals

1. ***New York State certified MWBE participation goals for this contract are 20%***. For projects funded from the sources listed below, the goals may be achieved through any combination of MBE and/or WBE participation.
   a. CWSRF, DWSRF & Green Innovation Grant Program (GIGP).
   b. NYS Water Infrastructure Improvement Act Grants that are also receiving EFC financing.
   c. NYS Intermunicipal Grants that are also receiving EFC financing.

2. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the MWBE Contract Goals established in Section III-A hereof, the Contractor should reference the directory of New York State Certified MWBEs found at https://ny.newnycontracts.com.

3. The Contractor understands that only sums paid to MWBEs for the performance of a commercially useful function, as defined in 5 NYCRR § 140.1, may be applied towards achievement of applicable MWBE participation goals.

   a. For construction and construction-related services Contracts or Subcontracts, the portion of the Contract or Subcontract with an MWBE serving as a Supplier, and so designated in ESD's Directory, that shall be deemed to represent the commercially useful function performed by the MWBE shall be 60% of the total value of the Contract or Subcontract. The portion of a Contract or Subcontract with an MWBE serving as a Broker, as denoted by NAICS code 425120, that shall be deemed to represent the commercially useful function performed by the MWBE shall be the monetary value for fees, or the markup percentage, charged by the MWBE.
   b. For Non-Construction Provider Contracts or Subcontracts, the portion of a Contract or Subcontract with an MWBE serving as a Broker that shall be deemed to represent the commercially useful function performed by the MWBE shall be 25% of the total value of the contract.

4. Where MWBE Contract Goals have been established herein, pursuant to 5 NYCRR § 142.8, the Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as Subcontractors or Suppliers in the performance of the Contract.

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

B. MWBE Utilization Plan

1. The Contractor represents and warrants that Contractor has submitted a completed copy of the MWBE Utilization Plan with all required bid forms to the MBO no later than the execution date of this Contract.

2. The Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section III-A of this section.

3. The Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the Recipient shall be entitled to any remedy provided herein, including but not limited to, a finding that the Contractor is not responsive.

4. The Contractor must report any changes to the Utilization Plan after Contract award and during the term of the Contract to the MBO. The Contractor shall indicate the changes to the MBO in the Monthly MWBE Contractor Compliance Report immediately following the change. At EFC's discretion, an updated MWBE Utilization Plan form and good faith effort documentation may be required to be submitted. When a Utilization Plan is revised due to execution of a change order, the change order should be submitted to the MBO with the Monthly MWBE Contractor Compliance Report or revised Utilization Plan.

5. The Contractor shall submit copies of all fully executed Subcontracts, agreements, and purchase orders that are referred to in the MWBE Utilization Plan to the MBO within 30 days of their execution.

C. Request for Waiver

1. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a Request for Waiver to the MBO documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request aligns with the documentation identified on the Request for Waiver form, the MBO shall forward the request to EFC for evaluation, and EFC will issue a written notice of acceptance or denial within twenty (20) days of receipt.

2. If the MBO, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports determines that the Contractor is failing or refusing to comply with the MWBE Contract Goals and no waiver has been issued in regard to such non-compliance, the Recipient may issue a notice of deficiency to the Contractor. The Contractor must respond to the notice of deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

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

1. The Contractor agrees to submit a report to the MBO by the third business day following the end of each month over the term of this Contract documenting the payments made and the

progress towards achievement of the MWBE goals of the Contract. The Monthly MWBE Report must be supplemented with proof of payment by the Contractor to its Subcontractors (e.g., copies of both sides of a cancelled check) and proof that Subcontractors have been paid within 30 days of receipt of payment from the Recipient. The final Monthly MWBE Report must reflect all Utilization Plan revisions and change orders.

E. Liquidated Damages - MWBE Participation

1. In accordance with Section 316-a of Article 15-A and 5 NYCRR §142.13, if it has been determined by the Recipient or EFC that the Contractor has willfully and intentionally failed to comply with the MWBE participation goals, the Contractor shall be obligated to pay to Recipient liquidated damages or other appropriate damages, as specified herein and as determined by the Recipient or EFC.

2. Liquidated damages shall be calculated as an amount not to exceed the difference between:

   a. All sums identified for payment to MWBEs had the Contractor achieved the approved MWBE participation goals; and,
   b. All sums actually paid to MWBEs for work performed or materials supplied under this Contract.

3. The Recipient and EFC reserve the right to impose a lesser amount of liquidated damages than the amount calculated above based on the circumstances surrounding the Contractor's non-compliance.

4. In the event a determination has been made by the Recipient or EFC which requires the payment of damages identified herein and such identified sums have not been withheld, Contractor shall pay such damages to the Recipient within sixty (60) days after they are assessed unless prior to the expiration of such sixtieth day the Contractor has filed a complaint with the Empire State Development Corporation – Division of Minority and Women's Business Development ("ESD") pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the damages shall be payable if the Director of ESD renders a decision in favor of the Recipient.

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

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

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

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

B. Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: https://sdves.ogs.ny.gov/business-search.

C. Contractor is encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or

VeteransDevelopment@ogs.ny.gov to discuss methods of maximizing participation by SDVOBs on the Contract.

SECTION 4 AMERICAN IRON AND STEEL (AIS) REQUIREMENT

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

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

The Contractor hereby represents and warrants that:

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

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

SECTION 5 DAVIS-BACON (DB) PREVAILING WAGE REQUIREMENTS

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

For Contracts in Excess of $2,000:

(a) Required Contract Clauses

1. Minimum Wages

(i) *Wage rates and fringe benefits*

All laborers and mechanics employed or working upon the site of the work will be paid unconditionally and not less often than once a week, and without subsequent deduction or rebate

on any account (except such payroll deductions as are permitted by regulations issued by the Secretary of Labor under the Copeland Act (29 CFR part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalents thereof) due at time of payment computed at rates not less than those contained in the wage determination of the Secretary of Labor which is attached hereto and made a part hereof, regardless of any contractual relationship which may be alleged to exist between the Contractor and such laborers and mechanics.

As provided in paragraphs (d) and (e) of this section the appropriate wage determinations are effective by operation of law even if they have not been attached to the contract.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under the Davis-Bacon Act (40 U.S.C. 3141(2)(B)) on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (a)(1)(iv) of this section; also, regular contributions made or costs incurred for more than a weekly period (but not less often than quarterly) under plans, funds, or programs which cover the particular weekly period, are deemed to be constructively made or incurred during such weekly period. Such laborers and mechanics shall be paid the appropriate wage rate and fringe benefits on the wage determination for the classification of work actually performed, without regard to skill, except as provided in 29 CFR § 5.5(a)(4). Laborers or mechanics performing work in more than one classification may be compensated at the rate specified for each classification for the time actually worked therein: *provided,* that the employer's payroll records accurately set forth the time spent in each classification in which work is performed. The wage determination (including any additional classification and wage rates conformed under paragraph (1)(ii) of this section) and the Davis–Bacon poster (WH–1321) must be posted at all times by the Contractor and its Subcontractors at the site of the work in a prominent and accessible place where it can be easily seen by the workers.

The Davis-Bacon poster (WH-1321) can be found at https://www.dol.gov/whd/regs/compliance/posters/davis.htm . Wage determinations may be obtained from the US Department of Labor's website, https:/sam.gov/.

(ii) *Frequently recurring classifications*

(A) In addition to wage and fringe benefit rates that have been determined to be prevailing under the procedures set forth in 29 CFR Part 1, a wage determination may contain, pursuant to § 1.3(f), wage and fringe benefit rates for classifications of laborers and mechanics for which conformance requests are regularly submitted pursuant to paragraph (a)(1)(iii) of this section, provided that:

1. The work to be performed by the classification requested is not performed by a classification in the wage determination for which a prevailing wage rate has been determined;
2. The classification is used in the area by the construction industry; and,
3. The wage rate for the classification bears a reasonable relationship to the prevailing wage rates contained in the wage determination.

(B) The Administrator will establish wage rates for such classifications in accordance with paragraph (a)(1)(iii)(A)(3) of this section. Work performed in such a classification must be paid at no less than the wage and fringe benefit rate listed on the wage determination for such classification.

(iii) *Conformance*

(A) The contracting officer must require that any class of laborers or mechanics, including helpers, which is not listed in the wage determination, and which is to be employed under the Contract be classified in conformance with the wage determination. Conformance of an additional classification and wage rate and fringe benefits is appropriate only when the following criteria have been met:

1. The work to be performed by the classification requested is not performed by a

classification in the wage determination; and
2. The classification is used in the area by the construction industry; and,
3. The proposed wage rate, including any bona fide fringe benefits, bears a reasonable relationship to the wage rates contained in the wage determination.

(B) The conformance process may not be used to split, subdivide, or otherwise avoid application of classifications listed in the wage determination.

(C) If the Contractor and the laborers and mechanics to be employed in the classification (if known), or their representatives, and the contracting officer agree on the classification and wage rate (including the amount designated for fringe benefits where appropriate), a report of the action taken will be sent by the contracting officer by email to DBAconformance@dol.gov. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification request within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(D) In the event the Contractor, the laborers or mechanics to be employed in the classification or their representatives, and the contracting officer do not agree on the proposed classification and wage rate (including the amount designated for fringe benefits, where appropriate), the contracting officer will, by email to DBAconformance@dol.gov, refer the questions, including the views of all interested parties and the recommendation of the contracting officer, to the Administrator for determination. The Administrator, or an authorized representative, will issue a determination within 30 days of receipt and so advise the contracting officer or will notify the contracting officer within the 30–day period that additional time is necessary.

(E) The contracting officer must promptly notify the Contractor of the action taken by the Wage and Hour Division under paragraphs (a)(1)(iii)(C) and (D) of this section. The Contractor must furnish a written copy of such determination to each affected worker, or it must be posted as a part of the wage determination. The wage rate (including fringe benefits where appropriate) determined pursuant to paragraph (a)(1)(iii)(C) or (D) of this section must be paid to all workers performing work in the classification under this Contract from the first day on which work is performed in the classification.

(iv) *Fringe benefits not expressed as an hourly rate*

Whenever the minimum wage rate prescribed in the Contract for a class of laborers or mechanics includes a fringe benefit which is not expressed as an hourly rate, the Contractor may either pay the benefit as stated in the wage determination or may pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(v) *Unfunded plans*

If the Contractor does not make payments to a trustee or other third person, the Contractor may consider as part of the wages of any laborer or mechanic the amount of any costs reasonably anticipated in providing bona fide fringe benefits under a plan or program, *provided,* that the Secretary of Labor has found, upon the written request of the Contractor, in accordance with the criteria set forth in § 5.28, that the applicable standards of the Davis–Bacon Act have been met. The Secretary of Labor may require the Contractor to set aside in a separate account asset for the meeting of obligations under the plan or program.

(vi) *Interest*

In the event of a failure to pay all or part of the wages required by the Contract, the Contractor will be required to pay interest on any underpayment of wages.

2. Withholding.

(i) *Withholding requirements*

The Recipient, Subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor, so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Contractor or any Subcontractor for the full amount of wages and monetary relief, including interest, required by the clauses set forth in paragraph (a) of this section for violations of this contract, or to satisfy any such liabilities required by this Contract or any other Federal contract, or federally-assisted contract subject to Davis–Bacon labor standards, that is held by the same prime contractor (as defined in § 5.2).

The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same prime contractor, or any other federally-assisted contract that is subject to Davis-Bacon labor standards requirements and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld.

In the event of a Contractor's failure to pay any laborer or mechanic, including any apprentice or helper, working on the site of the work (or otherwise working on construction or development of the project under a development statute) all or part of the wages required by the Contract, or upon the Contractor's failure to submit the required records as discussed in paragraph (a)(3)(iv) of this section, the Recipient, Subrecipient at any tier, and/or contracting agency may on its own initiative and after written notice to the Contractor, sponsor, applicant, or owner, or other entity, as the case may be, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds until such violations have ceased.

(ii) *Priority to withheld funds*

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(i) of this section, or both over claims to those funds by:

(A) A Contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a Contractor, or a Contractor's bankruptcy estate;

(D) A Contractor's assignee(s)

(E) A Contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907.

3. Payrolls and basic records.

(i) *Basic record requirements*

(A) Length of record retention

All regular payrolls and other basic records must be maintained by the Contractor and any Subcontractor during the course of the work and preserved for all laborers and mechanics working at the site of the work (or otherwise working in a construction or development of the project under a development statute) for a period of at least three years after all the work on the prime contract is completed.

(B) Information required

Such records must contain the name, Social Security number, last known address, telephone number, and email address of each such worker, each worker's correct classification(s) of work

actually performed;, hourly rates of wages paid (including rates of contributions or costs anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in 40 U.S.C. 3141(2)(B) of the Davis–Bacon Act), daily and weekly number of hours actually worked in total on each covered contract; deductions made; and actual wages paid.

(C) Additional records relating to fringe benefits

Whenever the Secretary of Labor has found under 29 CFR § 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any costs reasonably anticipated in providing benefits under a plan or program described in section 40 U.S.C. 3141(2)(B) of the Davis–Bacon Act, the Contractor must maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits.

(D) Additional records relating to apprenticeship. Contractors with apprentices working under approved programs must maintain written evidence of the registration of apprenticeship programs, the registration of the apprentices, and the ratios and wage rates prescribed in the applicable programs.

(ii) *Certified payroll requirements*

(A) Frequency and method of submission

The Contractor or Subcontractor must submit weekly, for each week in which any DBA- or Related Acts-covered work is performed, a copy of all payrolls to the Recipient. The prime contractor is responsible for the submission of all certified payrolls by all Subcontractors. A prime contractor may permit or require Contractors to submit certified payrolls through an electronic system, as long as the electronic system requires a legally valid electronic signature; the system allows the Contractor, the contracting agency, EFC, and the Department of Labor to access the certified payrolls upon request for at least 3 years after the work on the prime contract has been completed; and the contracting agency or prime contractor permits other methods of submission in situations where the Contractor is unable or limited in its ability to use the electronic system.

(B) Information required

The certified payrolls submitted must set out accurately and completely all of the information required to be maintained under 29 CFR § 5.5(a)(3)(i)(B), except that full social security numbers and home addresses must not be included on weekly transmittals. Instead, the certified payrolls need only include an individually identifying number for each worker (e.g., the last four digits of the worker's social security number). The required weekly certified payroll information may be submitted using Optional Form WH-347 or in any other format desired. Optional Form WH–347 is available for this purpose from the Wage and Hour Division Web site at https://www.dol.gov/agencies/whd/government-contracts/construction/forms or its successor website. It is not a violation of this section for a prime Contractor to require a Subcontractor to provide addresses and social security numbers to the prime Contractor for its own records, without weekly submission to the Recipient (or the applicant, sponsor, or owner).

(C) Statement of Compliance

Each certified payroll submitted must be accompanied by a "Statement of Compliance," signed by the Contractor or Subcontractor, or the Contractor's or Subcontractor's agent who pays or supervises the payment of the persons employed under the Contract and must certify the following:

1. That the certified payroll for the payroll period contains the information required to be provided under 29 CFR § 5.5(a)(3)(ii), the appropriate information is being maintained under 29 CFR § 5.5 (a)(3)(i), and that such information and records are correct and complete;

2. That each laborer or mechanic (including each helper and apprentice) working on the Contract during the payroll period has been paid the full weekly wages earned, without rebate, either directly or indirectly, and that no deductions have been made either directly or indirectly from the full wages earned, other than permissible deductions as set forth in 29 CFR part 3; and

3. That each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification(s) of work actually performed, as specified in the applicable wage determination incorporated into the Contract.

(D) Use of Optional Form WH-347

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

(E) Signature

The signature by the Contractor, Subcontractor, or the Contractor's or Subcontractor's agent must be an original handwritten signature or a legally valid electronic signature.

(F) Falsification

The falsification of any of the above certifications may subject the Contractor or Subcontractor to civil or criminal prosecution under 18 U.S.C. 1001 and 31 U.S.C. 3729.

(G) Length of certified payroll retention

The Contractor or Subcontractor must preserve all certified payrolls during the course of the work and for a period of 3 years after all the work on the prime contract is completed.

(iii) *Contracts, Subcontracts, and related documents*

The Contractor or Subcontractor must maintain this Contract or Subcontract and related documents including, without limitation, bids, proposals, amendments, modifications, and extensions. The Contractor or Subcontractor must preserve these Contracts, Subcontracts, and related documents during the course of the work and for a period of 3 years after all work on the prime contract is completed.

(iv) *Required disclosures and access*

(A) Required record disclosures and access to workers

The Contractor or Subcontractor must make the records required under paragraphs (a)(3)(i) through (iii) of this section, and any other documents the Recipient, EFC, EPA, or the Department of Labor deems necessary to determine compliance with the labor standards provisions of any of the applicable statues referenced by 29 CFR § 5.1, available for inspection, copying, or transcription by authorized representatives of the Recipient, EFC, EPA, or the Department of Labor, and must permit such representatives to interview workers during working hours on the job.

(B) Sanctions for non-compliance with records and worker access requirements

If the Contractor or Subcontractor fails to submit the required records, make them available, or refuses to permit worker interviews during working hours on the job, the federal agency may, after written notice to the Recipient, Contractor, sponsor, applicant, owner, or other entity, as the case may be, that maintains such records or that employs such workers, take such action as may be necessary to cause the suspension of any further payment, advance, or guarantee of funds. Furthermore, failure to submit the required records upon request or to make such records

available, or to permit worker interviews during working hours on the job, may be grounds for debarment action pursuant to 29 CFR § 5.12. In addition, any Contractor or other person that fails to submit the required records or make those records available to WHD within the time WHD requests that the records be produced will be precluded from introducing as evidence in an administrative proceeding under 29 CFR part 6 any of the required records that were not provided or made available to WHD. WHD will take into consideration a reasonable request from the Contractor or a person for an extension of the time for submission of records. WHD will determine the reasonableness of the request and may consider, among other things, the location of the records and the volume of production.

(C) Required information disclosures

Contractors and Subcontractors must maintain the full Social Security number and last known address, telephone number, and email address of each covered worker, and must provide them upon request to the EPA if the agency is a party to the contract, or to the Wage and Hour Division of the Department of Labor. If the federal agency is not such a party to the contract, the Contractor, Subcontractor, or both, must, upon request, provide the full Social Security number and last known address, telephone number, and email address of each covered worker to the applicant, sponsor, owner, or other entity, as the case may be, that maintains such records, for transmission to the EPA, Recipient, EFC, or subrecipient at any tier, contracting agency, the Contractor, or the Wage and Hour Division of the Department of Labor for purposes of an investigation or other compliance action.

4. Apprentices and trainees.

(i) *Apprentices*

(A) Rate of pay

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Office of Apprenticeship (OA) Training, or with a State Apprenticeship Agency recognized by the OA, A person who is not individually registered in the program, but who has been certified by the OA or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice, will be permitted to work at less than the predetermined rate for the work they perform in the first 90 days of probationary employment as an apprentice in such a program., In the event the OA or a State Apprenticeship Agency recognized by the OA, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to use apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

(B) Fringe benefits

Apprentices must be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Administrator determines that a different practice prevails for the applicable apprentice classification, fringe benefits must be paid in accordance with that determination.

(C) Apprenticeship ratio

The allowable ratio of apprentices to journey workers on the job site in any craft classification must not be greater than the ratio permitted to the Contractor as to the entire work force under the registered program or the ratio applicable to the locality of the project pursuant to paragraph (a)(4)(i)(D) of this section. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated in paragraph (a)(4)(i)(A) of this section, must be paid not less than the applicable wage rate on the wage determination for the work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program must be paid not less than the applicable wage rate on the wage

determination for the work actually performed.

(D) Reciprocity of ratios and wage rates

Where a Contractor is performing construction on a project in a locality other than the locality in which its program is registered, the ratios and wage rates (expressed in percentages of the journey worker's hourly rate) applicable within the locality in which the construction is being performed must be observed. If there is no applicable ratio or wage rate for the locality of the project, the ration and wage rate specified in the Contractor's registered program must be observed.

(ii) *Equal employment opportunity*

The use of apprentices and journey workers under this part must be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR part 30.

5. Reserved

6. Subcontracts

The Contractor or Subcontractor must insert in any Subcontracts the clauses contained in 29 CFR § 5.5(a)(1) through (11) or a link to the DBRA Requirements for Contractors and Subcontractors Under EPA Grants documents on EPA's Contract Provisions for Davis-Bacon and Related Acts webpage, along with applicable wage determination(s) and such other clauses or contract modifications as the EPA may by appropriate instructions require, and a clause requiring the Subcontractors to include these clauses and wage determination(s) in any lower-tier Subcontracts. The prime Contractor and any Subcontractor(s) responsible will be liable for any unpaid wages and monetary relief, including interest from the date of underpayment or loss, due to any workers of lower-tier Subcontractors, and may be subject to debarment, as appropriate.

7 through 9. Reserved

10. Certification of eligibility

(i) By entering into this Contract, the Contractor certifies that neither it nor any person or firm who has an interest in the Contractor's firm is a person or firm ineligible to be awarded Government Contracts by virtue of 40 U.S.C. 3144(b) or 29 CFR 5.12(a).

(ii) No part of this Contract shall be subcontracted to any person or firm ineligible for award of a Government contract by virtue of section 40 U.S.C. 6144(b) or 29 CFR 5.12(a).

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

11. Anti-Retaliation

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any Contractor of any conduct which the worker reasonably believes constitutes a violation of the DBA, Related Acts, this part of 29 CFR part 1 or 3;

(ii) Filing any complaint, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under the DBA, Related Acts, this part, or 29 CFR part 1 or 3;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under the DBA, Related Acts, this part, or 29 CFR part 1 or 3; or

(iv) Informing any other person about their rights under the DBA, Related Acts, this part, or 29 CFR part 1 or 3.

For Contracts in Excess of $100,000, in addition to part (a):

(b) Contract Work Hours and Safety Standards Act (CWHSSA)

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

2. **Violation; Liability for Unpaid Wages; Liquidated Damages**. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the Contractor and any Subcontractor responsible therefor shall be liable for the unpaid wages and interest from the date of the underpayment. In addition, such Contractor and Subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchpersons and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $31 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

3. **Withholding for Unpaid Wages and Liquidated Damages.**

(i) *Withholding process*

The EPA, EFC, Recipient, Subrecipient at any tier, and/or contracting agency may, upon its own action, or must, upon written request of an authorized representative of the Department of Labor, withhold or cause to be withheld from the Contractor so much of the accrued payments or advances as may be considered necessary to satisfy the liabilities of the prime Contractor or any Subcontractor for any unpaid wages; monetary relief, including interest; and liquidated damages required by the clauses set forth in this section, any other Federal contract with the same prime Contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor (as defined in 29 CFR 5.2). The necessary funds may be withheld from the Contractor under this contract, any other Federal contract with the same prime contractor, or any other federally assisted contract that is subject to the Contract Work Hours and Safety Standards Act and is held by the same prime contractor, regardless of whether the other contract was awarded or assisted by the same agency, and such funds may be used to satisfy the Contractor liability for which the funds were withheld.

(ii) *Priority to withheld funds*

The Department has priority to funds withheld or to be withheld in accordance with paragraph (a)(2)(i) or (b)(3)(1) of this section, or both, over claims to those funds by:

(A) A Contractor's surety(ies), including without limitation performance bond sureties and payment bond sureties;

(B) A contracting agency for its reprocurement costs;

(C) A trustee(s) (either a court-appointed trustee or a U.S. trustee, or both) in bankruptcy of a contractor, or a contractor's bankruptcy estate;

(D) A Contractor's assignee(s);

(E) A Contractor's successor(s); or

(F) A claim asserted under the Prompt Payment Act, 31 U.S.C. 3901-3907

4. **Subcontracts**. The Contractor or Subcontractor must insert in any Subcontracts the clauses set forth in paragraphs (1) through (5) of this section and also a clause requiring the Subcontractors to include these clauses in any lower-tier Subcontracts. The prime contractor is responsible for compliance by any Subcontractor or lower-tier subcontractor with the clauses set forth in paragraphs (1) through (5). In the event of any violations of these clauses, the prime contractor and any Subcontractor(s) responsible will be liable for any unpaid wages for monetary relief, including interest from the date of the underpayment or loss, due to any workers of lower-tier subcontractors, and associated liquidated damages and may be subject to debarment, as appropriate.

5. **Anti-Retaliation**

It is unlawful for any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, or to cause any person to discharge, demote, intimidate, threaten, restrain, coerce, blacklist, harass, or in any other manner discriminate against, any worker or job applicant for:

(i) Notifying any Contractor of any conduct which the worker reasonably believes constitutes a violation of the Contract Work Hours and Safety Standards Act (CWHSSA) or its implementing regulations in this part;

(ii) Filing any complain, initiating or causing to be initiated any proceeding, or otherwise asserting or seeking to assert on behalf of themselves or others any right or protection under CWSSA or this part;

(iii) Cooperating in any investigation or other compliance action, or testifying in any proceeding under CWHSSA or this part; or

(iv) Informing any other person about their rights under CWHSSA or this part.

SECTION 6 REQUIREMENTS REGARDING SUSPENSION AND DEBARMENT

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

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

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

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

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

SECTION 7 RESTRICTIONS ON LOBBYING

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

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

SECTION 8 CONSTRUCTION SIGNS

The requirements of this section apply to all EFC projects. Additional permanent signage is required for projects receiving funding from the NYS Bond Act.

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

ATTACHMENTS (Required Forms)

Attachment 1 – EFC MWBE Utilization Plan

Environmental Facilities Corporation | Department of Health

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

Instructions for Contractors & Service Providers:

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

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

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

See the Mandatory Terms and Conditions or consult your designated MBO for further guidance.

Instructions for Minority Business Officers (MBO):

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

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

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

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

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

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

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

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

SECTION 3: M/WBE SUBCONTRACTOR INFORMATION continued			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			
Business Name:	**Fed. Employer ID#:**		
Address:	**Phone #:**		
Scope of Work:	**Email:**		
Select Only One: ☐ MBE ☐ WBE ☐ Other:	**Start Date:**		
Select Only One: ☐ Broker % ☐ Supplier ☐ N/A	**Completion Date:**		
Full Contract Amount: $			

SIGNATURE	
Electronic Signature of Contractor: ☐ I certify that the information submitted herein is true, accurate and complete to the best of my knowledge and that all MWBE subcontractors will perform a commercially useful function. **Name** (Please Type)**:**	**Date:**

Attachment 2 – AIS Contractor's Certification

Environmental Facilities Corporation | Department of Health

AIS CONTRACTOR CERTIFICATION

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

Project Title: _____

Contractor's Name: _____

Contract ID: _____

SRF Project No.: _____

SRF Recipient Name: _____

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

Signature: _____

Name (print): _____

Title: _____

Date: _____

Attachment 3 – Lobbying Certification

Environmental Facilities Corporation | Department of Health

CERTIFICATION REGARDING LOBBYING
FOR
CONTRACTS, GRANTS, LOANS, AND
COOPERATIVE AGREEMENTS
40 CFR Part 34

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

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

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

BID

FOR THE CONSTRUCTION OF CONTRACT NO. 1
FAYETTE STREET AND FORMAN AVENUE SEWER SEPARATION

BID REFERENCE NO.: ONGOV-128-26

TO THE COUNTY OF ONONDAGA, NEW YORK:

The Signer of this Bid declares:

That he/she has carefully examined the annexed form of the Agreement and all Contract Documents.

B-1.01 Certificate of Non-Collusion.

Pursuant to Section 103-d of the General Municipal Law, by submission of this bid or proposal, the bidder certifies that: a) This bid or proposal has been independently arrived at without collusion with any other bidder or with any competitor or potential competitor; b) This bid or proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids or proposals for this Project, to any other bidder, competitor or potential competitor; c) No attempt has been or will be made to induce any other person, partnership or corporation to submit or not to submit a bid or proposal; d) The person signing this bid or proposal certifies that he/she has fully informed himself regarding the accuracy of the statements contained in this certification, and under the penalties of perjury, affirms the truth thereof, such penalties being applicable to the bidder as well as to the person signing in its behalf; e) That attached hereto (if a corporate bidder) is a certified copy of the resolution authorizing the execution of this certificate by the signator of this bid or proposal in behalf of the corporate bidder.

B-1.02 Bidder's Examination of Documents and Work Site

The undersigned Bidder hereby declares that he/she has carefully examined all Bidding and Contract Documents and that he/she has personally inspected the actual location of the Work, together with the local sources of supply, has satisfied himself as to all the quantities and conditions, and understands that in signing this Bid he/she waives all rights to plead any misunderstanding regarding the same.

B-1.03 Bidder's Acknowledgment of Contract Time and Liquidated Damages.

The undersigned Bidder agrees that, if the Bid is accepted, all work of the Contract will be completed within the time(s) specified in these Contract Documents. The undersigned also understands and agrees that, should the work not be completed within the specified time(s) or formal extension(s) thereof, the Owner may impose the herein agreed-upon liquidated damages as stipulated in the Information For Bidders and the General Provisions.

B-1.04 Bidder's Offer.

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

B-1.05 BID FORM

BID
FAYETTE STREET AND FORMAN AVENUE SEWER SEPARATION

CONTRACT NO. 1 – GENERAL CONSTRUCTION

Payment Item No.	Estimated Quantity	Payment Item Description Unit Price In Words	Unit Price In Figures	Extended Total In Figures
1A	Lump Sum	Project Construction, for _____ _____Dollars _____Cents/L.S.	$	$
1B	Lump Sum	Field Order Contingency Allowance, for One Hundred and Fifty Thousand Dollars Zero Cents/L.S.	$150,000.00	$150,000.00
TOTAL BID AND PRICE (Sum of Payment Items 1A and 1B)		_____ _____Dollars _____Cents (Total Price in Words)	$_____ Total Price in Figures	

BID

B-1.06 Bid Acceptance.

If written notice of acceptance of this Bid in the form of a Letter of Intent to award the Contract is mailed, faxed or delivered to the undersigned within forty-five (45) days after the date of opening of the Bids, the undersigned will accept award of the Contract, provide the required insurance and bond documents and sign the Agreement contained in the Contract Documents.

The undersigned hereby declares that he has received and reviewed Addenda Numbered (if any) _____ and has considered this (these) Addenda in preparation of his bid.

The undersigned hereby designates as his office to which such notice of acceptance may be mailed, telegraphed or delivered:

NAME AND ADDRESS OF CONTACT PERSON:

_____

_____ **PHONE:**_____ **FAX:**_____

B-1.07 Bidder's Acknowledgement of Labor Law Requirements.

The undersigned agrees to comply with the requirements as to the conditions of employment, wage rates and hours of labor set forth in the Contract Documents and the New York State Department of Labor. The undersigned bidder hereby states that in the 5 years immediately preceding the submission of this bid, the bidder

HAS HAS NOT (Cross Out One)

been found in willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined in the New York State Labor Law.

B-1.08 Bid Withdrawal.

The Bid may be withdrawn at any time prior to the scheduled time for the opening of bids or any authorized postponement thereof.

B-1.09 Bid Security.

Accompanying this proposal is a certified check, checks or bid bond for the sum of _____ _____ ($) Dollars, which shall become the property of the Owner, if, in case this proposal shall be accepted by the Owner, the undersigned shall fail to execute a Contract with and give the required bonds and insurance to the Owner within fourteen (14) days after the date of said mailing, faxing or delivering of said notice of acceptance. If the undersigned fails or refuses to provide an approvable M/WBE Utilization Plan, such bidder shall forfeit to the Owner, as liquidated damages for such failure or refusal, the security deposited with the bid.

BID

B-1.10 Bid Signature Block.

Name of Bidder:* _____

Address of Bidder: _____

Telephone Number: _____

Facsimile Number: _____

Federal Identification Number: _____

Signature, Printed Name & Title of Person Signing on Behalf of Bidder:

_____

Date of Signature: _____

*Insert bidder's name; if a corporation, give the exact official corporate name and affix the Corporate seal; if a partnership or an individual doing business under an assumed name, give the exact official name as it appears on the Assumed Name Certificate.

BID

RESOLUTION

(Corporate Bidders Only)

Resolved that_____

be authorized to sign and submit the bid or proposal of this corporation for the

following project_____

_____
(Describe Project)

and to include in such bid or proposal the certificate as to non-collusion

required by Section one hundred three-d of the General Municipal Law as the act

and deed of such corporation, and for any inaccuracies or misstatements in such

certificate this corporate bidder shall be liable under the penalties of perjury.

_____

The foregoing is a true and correct copy of the resolution adopted by

_____

corporation at a meeting of its board of directors held on the

_____day of _____, 20_____.

(SEAL OF THE CORPORATION)

_____
Secretary

BID

ATTACH

BID SECURITY

TO THIS SHEET

BID

STATEMENT OF SURETY'S INTENT

To: _____

We have reviewed the Bid of_____
(Contractor)

of_____
(Address)

for_____

_____
(Project)
Bids for which will be received on_____
(Bid Opening Date)

and wish to advise that should this Bid of the Contractor be accepted and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the 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 do business in the State of New York.

Attest:

_____ _____

_____
Surety's Authorized Signature(s)

Attach Power of Attorney

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

(This Form Must Be Completed Prior
To the Submission of the Bid)

BID

CERTIFICATION OF NONSEGREGATED FACILITIES

By submission of this bid, the bidder, offeror, applicant, or subcontractor certifies that he does not maintain or provide for his employees any segregated facilities at any of his establishments, and that he does not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. He certifies further that he will not maintain or provide for his employees any segregated facilities at any of his establishments, and that he will not permit his employees to perform their services at any location, under his control, where segregated facilities are maintained. Provided that separate or single user restrooms and necessary dressing or sleeping areas shall be provided to assure privacy between the sexes. The bidder, offeror, applicant, or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this contract. As used in this certificate, the term "segregated facilities" means any waiting rooms, work areas, rest rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation and entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directive or are in fact segregated on the basis of race, creed, color, or national origin, because of habit, local custom, or otherwise. He further agrees that (except where he has obtained identical certifications from proposed subcontractors for specific time periods) he will obtain identical certifications from proposed subcontractors prior to the award of subcontracts exceeding $10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he will retain such certifications in his files, and that he will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

_____

(Signature) (Date)

_____

(Name and Title of Signer-Please Type)

AGREEMENT

THIS CONTRACT, in five (5) copies, made and entered into this _____ day of _____, 20___, by and between the County of Onondaga, by _____, County Executive of said County,
party of the first part, and_____

_____of_____

County of _____ State of_____
hereinafter designated as the CONTRACTOR, party of the second part.

WITNESSETH: That the parties hereto, each in consideration of the Agreements on the part of the other herein contained, have mutually agreed and hereby mutually agree, the party of the first part for itself and its successors, and the party of the second part for itself, himself or themselves and its successors, his or their executors, administrators and assigns as follows:

Article 1. DESCRIPTION. Under this Agreement and Contract, the Contractor shall construct storm sewers for sewer separation along Fayette Street from Almond Street to Irving Avenue, and Forman Avenue from Washington Street to Wellington Place.

Article 2. PERFORMANCE. In consideration of the payments to be made as hereinafter provided, and of the performance by the Owner of all of the matters and things to be performed by the Owner as herein provided, the Contractor agrees, at his own sole cost and expense, to perform all of the labor and services, and to furnish all the labor and materials, plant and equipment necessary to complete, and to complete in good, substantial, workmanlike and approved manner, the work described under Article 1 hereof, within the time specified and in accordance with the terms, instructions, orders and direction of the Owner made in accordance with this Contract.

Article 3. COMPENSATION. The Owner agrees to pay and the Contractor agrees to accept as full compensation for all work done and materials furnished, and also for all costs and expenses incurred, and loss or damages sustained by reasons of the action of the elements or growing out of the nature of the work, or from any unforeseen obstructions or difficulty encountered in the prosecution of the work, and for all risks of every description connected with the work, and for all expenses incurred by, or in consequence of, the suspension or discontinuance of the work as herein specified, and for faithfully completing the work, and the whole thereof, as herein provided, and for maintaining the work in good condition until the final payment is made, the prices stipulated in the Bid hereto attached.

Article 4. CONTRACT DOCUMENTS. The following documents shall constitute integral parts of this Agreement, the whole to be collectively known and referred to as the Contract Documents; the Table of Contents and the sections and items referred to therein; the Contract Drawings, whether bound into the Contract book or bound separately; and any written addenda issued by the Owner or the Engineer prior to the opening of bids as identified in Article 6, below.

Subsequent to the execution of this Agreement by the parties, the Contract Documents can only be changed as provided for in Section 5 of the General Provisions.

Article 5. FAILURE TO COMPLY. If the Contractor shall fail to comply with any of the terms, conditions, provisions or stipulations of these Contract Documents, according to the true intent and meaning thereof, then the Owner may make use of any or all remedies provided in that behalf in the

AGREEMENT

Contract Documents and shall have the right and power to proceed in accordance with the provisions thereof.

Article 6. ADDENDA. The following alterations and addenda have been made and included in this Contract before it was signed by the parties hereto:

_____

_____

Article 7. GOVERNING LAW. This Agreement shall be governed and interpreted pursuant to the laws of the State of New York.

Article 8. REMEDIES. All claims, counterclaims, disputes and other matters in question between the Owner and Contractor arising out of or relating to this Agreement or the breach thereof will be decided by arbitration if the parties mutually agree, or in the New York State Supreme Court located in Onondaga County or the United States District Court located in the Northern District of the State of New York.

Article 9. APPROPRIATIONS. It is understood by and between the parties hereto that this Agreement shall be deemed executory only to the extent of the monies appropriated and available for the purpose of this Agreement, including but not limited to monies appropriated and made available from the Appropriations Act Grant from the U. S. Environmental Protection Agency, and the New York State Water Pollution Control Revolving Fund, and no liability on account thereof shall be incurred by the Owner beyond monies appropriated and available for the purpose thereof.

Article 10. SEVERABILITY. If any term or provision of this Agreement shall be held invalid or unenforceable, the remainder of the Agreement shall not be affected thereby and every other term and provision of this Agreement shall be valid and enforced to the fullest extent permitted by law.

IN WITNESS WHEREOF, the parties to this Agreement have hereunto set their hands and seals and have executed this Agreement, in five copies the day and year first above written.

COUNTY OF ONONDAGA (Owner)

(SEAL) By:_____
J. RYAN MCMAHON, II, County Executive

(SEAL) _____
Contractor

By:_____

AGREEMENT

ACKNOWLEDGEMENT OF OFFICER OF OWNER ATTESTING CONTRACT

State of New York)
)
County of Onondaga) ss:

On _____, 20___, before me, the undersigned, a Notary Public in and for said State, personally appeared J. RYAN MCMAHON, II, Onondaga County Executive as _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

ACKNOWLEDGEMENT OF CONTRACTOR

State of New York)
)
County of _____) ss:

On _____, 20__, before me, the undersigned, a Notary Public in and for said State, personally appeared _____ as _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that (s)he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

_____
Notary Public

AGREEMENT

FAIR EMPLOYMENT CLAUSE

"During the performance of this contract, the Contractor or Vendor agrees:

a) That he will not discriminate against employee or applicant for employment because of race, religion, age, color, sex or national origin.

b) That he will cooperate with the Human Rights Commission of Syracuse and Onondaga County in implementing the Fair Employment Program adopted pursuant to Resolution No. 282, adopted by the Onondaga County Legislature on June 4, 1973, a copy of which is on file in the office of the Director of Purchase of the County of Onondaga.

c) That he will provide to said Commission relevant information or reports required under said resolution or administrative regulations adopted pursuant thereto."

_____ _____

(Signature) (Date)

_____

(Firm)

AGREEMENT

CONFLICT OF INTEREST

AFFIDAVIT

State of New York)
)
County of Onondaga) ss:

_____, being duly sworn, deposes and says that:

1. I, _____, am an independent contractor, and have this date signed a contract to provide services to the County of Onondaga.

2. I certify that, as the Contractor, I have no interest nor will I acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of these services to the County.

3. I agree that in the rendering of services to the County, no persons having any such interest shall be employed by me. I assume full responsibility for knowing whether my employees or agents have any such interest and hereby certify that no such interest exists.

Dated: _____ 20___ BY:_____

Sworn before me this _____ day of

_____, 20____.

_____
NOTARY PUBLIC

AGREEMENT

PREVENTION OF SEXUAL HARASSMENT

Section 201-g of the New York State Labor Law requires employers to adopt a sexual harassment prevention policy, make such policy available to its employees, and provide sexual harassment training to its employees, consistent with model policies, guidance, and regulations developed by the New York State Department of Labor. (https://www.ny.gov/combating-sexual-harassment-workplace/employers)

By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid each party thereto certifies as to its own organization, under penalty of perjury, that the bidder has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees. Such policy shall, at a minimum, meet the requirements of section two hundred one-g of the labor law.

Such certification is consistent with the requirements of New York State Finance Law Section 139-L, which provides that **a bid shall not be considered for award nor shall any award be made to a bidder who has not completed this certification**; provided, however, that if the bidder cannot make the foregoing certification, such bidder shall so state at the time of bid submission and shall furnish with the bid a signed statement which sets forth in detail the reasons therefor.

By signing below, this bid shall be deemed to have been authorized by the board of directors of such bidder, and such authorization shall be deemed to include the signing and submission of such bid and the inclusion therein of such statement as the act and deed of the corporation.

****

Under penalty of perjury, by signing below, I submit this bid on behalf of the firm, and certify that the firm has and has implemented a written policy addressing sexual harassment prevention in the workplace and provides annual sexual harassment prevention training to all of its employees.

Firm Name: _____ Date: _____

Signature of Authorized Person: _____

Printed Name and Title
of Authorized Person: _____

BID PROPOSAL

BID TITLE: _____

BID NUMBER: #_____

SPECIAL PROJECT CONDITIONS

P-001. Location and Description of Project.

The project consists of sewer separation along Fayette Street from Almond Street to Irving Avenue, and Forman Avenue from Washington Street to Wellington Place.

P-002. Receipt and Opening of Bids.

The County of Onondaga (herein called the Owner) invites bids on the forms attached hereto. Bid instructions are given in the Advertisement, Bid, and Information to Bidders sections of these Contract Documents.

The envelopes containing the Bids must be sealed and addressed to the Director, Onondaga County Division of Purchase, 13th Floor Civic Center, 421 Montgomery Street, Syracuse, New York 13202. The outside of the envelopes must bear the name and address of the Bidder, and "Bid for the construction of the CSO 027 Sewer Separations.

The Owner may consider informal any Bid not prepared and submitted in accordance with the provisions hereof and may waive any informalities in or reject any or all Bids. Any Bid may be withdrawn prior to the scheduled time for the opening of the Bids or authorized postponement thereof. No Bidder may withdraw a Bid within forty-five (45) days after the actual date of the opening thereof.

P-003. Pre-Bid Meeting/Site Visit.

An informational pre-bid meeting will be held on October 20, 2026 at 9 A.M. in Conference Room #2 at the offices of the Owner at 3rd Floor, Administration Building, Metropolitan Syracuse Wastewater Treatment Plant, 650 Hiawatha Boulevard West, Syracuse, New York 13204.

Following the pre-bid meeting, a site visit will be conducted for interested parties. A tour of the site will be conducted by a representative of the Owner at this time. Due to limited access to the site, no other site visits will be allowed without prior authorization and coordination with the Owner.

P-004. Owner's Engineer.

The technical specifications and drawings were prepared by Jacobs Civil Consultants, Inc., 2 Clinton Square, Suite 325, Syracuse, NY 13202. T: 315-401-7110. Questions concerning the Contract Documents should be addressed to Colin O'Neill, P.E. in writing at Colin.ONeill @jacobs.com.

P-005. Time is of the Essence.

Milestone #1: All contract work is required to be substantially complete within 365 calendar days of written notice to proceed and fully complete and ready for final payment within 425 calendar days of written notice to proceed.

Contractor is advised that the majority of contract work is within City of Syracuse streets and that paving work will only be allowed to be completed during weather conditions defined in the technical specifications. Contractor shall plan for potential adverse weather conditions within their project schedule in meeting the Contract Milestone #1 completion dates.

Failure by the Contractor to meet this schedule will result in the assessment of fines and penalties outlined in Section GP-4.0 "Time Provisions," and other applicable contract provisions. The Contractor shall be liable for all assessments. It is the Contractor's sole responsibility to monitor the rate of progress of the work to ensure all contract times are met. Activities including, but not limited to, the following are to be conducted by the Contractor to maintain the required rate of progress of the work: performance of appropriate planning, scheduling of work force (including additional hours, days and/or shifts), the necessary application of resources, and coordination with other ongoing contracts; any and all of which shall be at no additional cost to the Owner.

P-006. Order of Work.

The Contractor shall submit a schedule and sequence of construction for Owner review. The schedule shall be updated with each monthly payment application submitted by the Contractor.

P-007. Collateral Work.

Other projects will be under construction during the same construction season as this project. It will be the responsibility of the Contractor to coordinate all work of this contract with that of the other Contractors, including the City of Syracuse and NYSDOT. No additional compensation will be granted for delays that occur due to other Contractor's construction procedures.

P-008. Project Funding Agencies.

The Owner may fund this project utilizing NYS CWSRF funds. Refer to Appendix F of the Information for Bidders for contractor requirements that must be complied with during the completion of this project.

P-009. Contractor's Insurance.

Include as additional insured on all policies, in addition to those identified in Paragraph I-4.01A of the Information For Bidders, the following:

Jacobs Civil Consultants, Inc.

City of Syracuse

P-010. Hold Harmless, Defense and Indemnification

In addition to those identified in Paragraph I-4.06 of the Information For Bidders, the Contractor shall indemnify, defend and hold harmless the following parties in accordance with said paragraph:

Jacobs Civil Consultants, Inc.

City of Syracuse

P-0011. Site Safety Responsibilities and Roles.

It is the objective of the Owner that the Contractor maintain all construction worksites administered by the OCDWEP in a safe, neat and orderly condition, and free from human hazard. It is the policy of the Owner that if an unsafe condition is encountered, the affected activity shall be suspended until the unsafe condition is corrected.

As clearly stated in the Contract Documents, the Contractor has the sole responsibility for ensuring that the construction worksite is safe, neat and maintained in an orderly condition, and is free from human hazard. The Contractor is also solely responsible by law for compliance, and regulatory reporting requirements, for all workplace and employee safety issues.

The Contractor's designated On Site Safety Representative will be the sole point-of-contact for all safety issues and shall have the authority to stop work and implement corrective procedures.

The Contractor is required to submit a Project Specific Safety Plan. The Project Specific Safety Plan shall outline the Contractor's actions that will ensure that the project site is maintained in a safe, neat and orderly condition, and is free from human hazard. The Project Specific Safety Plan shall also contain written procedures for the Contractor's compliance with governmental safety laws and associated reporting requirements.

At a minimum, the Project Specific Safety Plan shall include the following:

- Project Safety Objective Statement
- Safety Responsibilities and Roles within the Contractor's Organization
- The Contractor's Safety Policy Requirements for Subcontractors
- Mandatory Guidelines for the use of Personal Protective Equipment
- Emergency Response Procedures including routes to nearest Hospitals
- Procedures for Reporting Accidents
- Site Security Procedures
- Procedures for Governmental Agency Compliance Reporting
- Procedures for the Protection of the General Public
- Procedures for the Protection of Project Site Visitors
- Safety Procedures related to the Maintenance and Protection of Traffic
- Hazard Communication Program
- Confined Space Program
- Lockout and Ground Fault Protection Procedures
- Identification of the proposed Site Safety Representative and Competent Person, including credentials.
- Hazard Analysis for all major work items.
- Rigging and Crane Safety Procedures
- Statement acknowledging that the Contractor is solely responsible for construction worksite safety issues.

The Contractor is required to hold weekly safety meetings with their personnel to teach and enforce the Contractor's safety policies as outlined in the Project Specific Safety Plan. Records of these meetings, including a list of attendees, shall be transmitted to the Construction Project Manager and shall become part of the project record.

Failure of the Contractor to provide an appropriate Project Specific Safety Plan, or failure of the Contractor to provide a record of the weekly safety meetings, may result in the withholding of payments to the Contractor.

P-012. Specific Permit Information.

1. General

All permits required shall be the responsibility of the Contractor. In all cases, for all permits the Contractor shall be responsible for payment of all required fees, charges, maintenance, bonds, insurance, and penalties or fines for non-compliance, associated with all required permits. It shall be the Contractor's responsibility to obtain the appropriate permits from the City of Syracuse (Street Cut Permit and General Site Permit) on Onondaga County (Plumbing Permit) for this project. Note: County of Onondaga Plumbing permits will be required to be completed, submitted and accepted by the County of Onondaga; however, all fees will be waived. Within 7 days of receipt of the Notice of Intent to Award, the Contractor shall submit all required insurances, traffic control plans, etc. to the City of Syracuse for the road cut permit for this project.

2. SPDES General Permit for Storm Water Discharges From Construction Activities

The Owner intends and requires that all work undertaken by the Contractor shall be in full accordance with the State Pollutant Discharge Elimination System (SPDES) General Permit for Stormwater Discharges.

In accordance with the SPDES General Permit, the Contractor shall provide certification regarding compliance with the requirements and the conditions of the SPDES General Permit prior to undertaking and work at the site.

For the Contractor's reference, a copy of the SPDES General Permit is located at https://dec.ny.gov/sites/default/files/2025-01/permit_swdischargesfromconst.pdf.

3. Discharge Permit for Groundwater and Other Contaminated Wastewater

The Contractor shall procure a permit from Onondaga County for all work which involves the discharge of groundwater and other contaminated wastewater, either directly or indirectly, to the Onondaga County Sanitary Sewer System. This shall include, but is not limited to, groundwater encountered during excavation for new construction. All requirements described herein must be satisfied, and written permission from this department must be received prior to the discharge of this water to the County Sanitary Sewer System.

P-013. Maintenance of Sewer Service

It shall be the Contractor's responsibility to maintain wastewater flows during excavation of the Work and to protect their equipment and materials from damage therefrom, as well as to protect public and private property from any damage therefrom.

P-014. Contaminated Materials Requirements.

The Owner is not aware of any contaminated materials (soils or groundwater) at the project site. However, in the event any contaminated materials are encountered in the performance of work on this Project, such materials (soils and groundwater) cannot be redeposited on site, but must be disposed of at an approved landfill or treatment facility. Responsibility for removal and disposal of such material will be determined by the Owner in accordance with the requirements of the General Specifications, Section S-026, Existing Features Found Different.

P-015. Storage of Equipment and Materials.

The Contractor shall provide temporary storage facilities for all materials and equipment delivered to the site and required to complete the work of this Contract.

For the benefit of the Contractor, the Owner hereby makes it known that the available area for materials and equipment storage along the route of the project is limited and off-site storage of materials and equipment may be required to be provided at no additional cost to the Owner. All temporary storage facilities at the site are subject to the approval of the Owner and Engineer.

Due to the above, the Contractor is prohibited from storing equipment and materials on any part of the site except immediately in advance of the portion of the work for which the equipment and materials are required. All material to be stored on site shall be contained within safety fencing.

P-016. Non-Working Hours Construction Noise Limits

The maximum allowable sound levels generated by construction activities outside of normal working hours (Weekdays, 7:00 a.m. to 6:00 p.m.) shall not exceed the following:

55 decibels (dBA) at 50 feet distance from source.

All construction equipment and activities shall conform with these maximum allowable noise levels outside of normal working hours.

P-017. Air Quality/Dust Control/Site Maintenance

The Contractor is responsible form minimizing and controlling windblown dust from the site. The Contractor shall be responsible for maintaining the site in a neat, clean condition. This shall include sweeping all excess dirt and dust around the Work Area at the end of each work day.

P-018. Protection of Existing Facilities

The Contractor shall be responsible for protecting the existing utilities, structures, facilities, etc. not scheduled to be replaced as part of this project. The Contractor shall be responsible for repairing and/or replacing, to the Owner's satisfaction, any facility damaged by them during the completion of the project, at no additional cost or expense to the Owner.

P-019. Site Security

The Contractor shall be responsible for securing the Contractor's Staging and Laydown Area at the end of each work day, weekends and holidays to prevent access to the site by unauthorized persons. This shall include a 6-foot high temporary chain link fence with lockable gate. The gate shall be secured by a chain and double locked with one lock provided by the Contractor and the second lock provided by the Owner.

P-020. Disposal of Excavated Materials.

All material removed as part of the project shall become the property of the Contractor and shall be disposed of in accordance with all applicable regulations.

P-021. As-Built Survey

The requirements of the record measurement survey (as-built survey) are detailed in S-015.

P-022. Work Zone Traffic Control

The Contractor shall be responsible for maintenance and protection of traffic as specified in S-031 of the General Specifications and as required by the Owner of the construction site. All costs for maintenance and protection of traffic, including any labor, materials, or equipment required, shall be paid by the County of Onondaga incrementally as required, and as shown on the Contract Drawings and as required by the City of Syracuse Dept. of Public Works. Each incremental payment for maintenance and protection of traffic shall be included in the schedule of values, substantiated to the satisfaction of the Owner/Engineer, and agreed upon by the Owner/Engineer prior to Contract Authorization.

P-023. Iranian Divestment

By Submission of this bid, each bidder and each person signing on behalf of any bidder certified, 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 their knowledge and belief that each bidder is not on the list created pursuant of paragraph (b) of subdivision 3 of section 165-a of the state finance law.

In the absence of the list created pursuant to paragraph (b) of subdivision 3 of section 165-a of the state finance law each bidder and each person signing on behalf of any bidder certifies that to the best of their knowledge the vendor:

(a) Does not provide goods or services of twenty million dollars or more in the energy section of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; AND
(b) Is not a financial institution that extends twenty million dollars or more in credit to another person, for forty-five days or more, if that person will use the credit to provide goods or services in the energy sector of Iran.

P-024. Adjustments in Contract Price

For changes in the contract scope that result in a net increase in contract price, the Contractor may add fifteen percent to the total cost of material, equipment, plant rentals, and direct labor, as his only compensation for profit and overhead, except that the fifteen percent shall not be applied to the premium portion of overtime pay.

P-025. Shop Drawing Submittals

A submittal register for this project is included in the Appendix to the Special Project Conditions In addition to the provisions of General Specification S-013, Shop Drawings, the Contractor shall comply with the following shop drawing submittal procedures:

1. Transmit each submittal with the following format. Each submittal shall include all required information required for that specification. Procore shall be utilized for all submittals. Incomplete submittals will be returned “Not Reviewed.”

2. Sequentially number the transmittal forms. Resubmittals are to have original number with an alphabetic suffix (i.e. 1, 1A, 1B, etc.).

3. Identify project, contractor, subcontractor, supplier, and pertinent Contract Drawing sheet and detail number(s) and Specification section number(s), as appropriate.

4. Apply Contractor's stamp, signed or initialed, certifying that review, verification of products required, field dimensions, adjacent construction work, and coordination of information, is in accordance with the requirements of the Work and the Contract Documents. Contractors shall show the following information:

   a. Shop Drawing Submittal Number _____
   b. Deviations: None:_____ ; As listed _____
   c. Reference Specification Number(s) _____
   d. Reference Drawing Number(s) _____
   e. Space Requirement: As Designed_____ Different, As listed _____
   f. Representation is made to the Owner and Engineer that the Contractor has determined and verified all field measurements and quantities, field construction criteria, materials, catalog numbers and similar data, that he has reviewed and coordinated the information in each shop drawing with the requirements of the Work and the Contract Documents, and hereby approves this submittal.
      Contractor_____
      Signature_____
      Date_____

5. Schedule submittals to expedite the Project, and deliver to the Engineer. Coordinate submission of related items.

6. Identify deviations from Contract Documents and product or system limitations, which may be detrimental to successful performance of the completed Work. Identify space requirements that differ from those designed or shown on Contract Documents.

7. Provide space for Contractor and Engineer review stamps.

8. Revise and resubmit submittals as required, identify all changes made since previous submittal. Resubmit in a timely manner.

Superseding paragraph 5 of article S-013, shop drawings shall be submitted electronically, by a method determined by the Engineer, unless when submitting a sample.

P-026. Onondaga County Technical Standard Details and Specifications

This project shall follow the Onondaga County technical standard details and specifications, where applicable.

These are available on the Save the Rain website (https://savetherain.us/resources/technical-resources/) published as Onondaga County Green Infrastructure Program 2022 Annual Green Structures Contract at Various Locations, Volumes I & II, by CH2M Hill (Jacobs) dated February 2022. The following is a list of pertinent specifications, details and payment items that should be reviewed by the Contractor prior to bidding and used during the construction of the project. Compiled standard details and specifications are attached to these Special Project Conditions. Other standard specifications, details, and

payment items may be required for the construction of this project, and the list below should not be considered as all inclusive or restrictive. These are labeled as "payment items" but not the payment items for this Contract. Refer to the Bid section for this project's payment items.

Standard Specifications

PI-1.01 Site Clearing and Disposal
PI-1.02 Sawcutting Pavement
PI-1.03 Pavement Excavation and Disposal
PI-1.04 Asphalt Milling
PI-1.05B Common Excavation, Grading, and Backfill (or Disposal)
PI-1.05C Scarify Subgrade
PI-1.07A Subbase Course NYSDOT "Type 1" "Run-of-Crusher" (Compacted)
PI-1.07D NYSDOT No.2 Crushed Stone
PI-1.07G Rip Rap – NYSDOT Light Stone Fill
PI-1.12 Topsoil
PI-1.14A City of Syracuse Standard Catch Basin – Type A
PI-1.14D 48" Round Precast Concrete Manhole (Up to 12" Height)
PI-1.15C Riser Ring – Precast Concrete Manhole
PI-1.16F Drop Connection Inside Manhole
PI-1.17A Catch Basin Filter Insert – City of Syracuse Standard Catch Basin – "Bag" Style
PI-1.23A 6" Solid or Perforated Dual Wall Pipe
PI-1.23B 8" Solid or Perforated Dual Wall Pipe
PI-1.23C 10" Solid or Perforated Dual Wall Pipe
PI-1.23D 12" Solid or Perforated Dual Wall Pipe
PI-1.23E 15" Solid or Perforated Dual Wall Pipe
PI-1.23F 18" Solid or Perforated Dual Wall Pipe
PI-1.23G 24" Solid or Perforated Dual Wall Pipe
PI-1.23H 30" Solid or Perforated Dual Wall Pipe
PI-1.36A Pipe Connection to Existing Structure/Manhole
PI-1.36B Pipe Connection to Existing Sewer Main
PI-1.36C Rehabilitation of Existing City Standard Manhole or Catchbasin
PI-1.36D Demolish Existing City Standard Catch Basin or Manhole
PI-1.36E Plug Existing Catch Basin Lateral
PI-1.36G Reset Manhole Frame and Cover
PI-1.36H Abandon Existing Manhole or Catch Basin
PI-1.36I Furnish and Install CLSM Flowable Fill
PI-1.41 Reset Granite Curb
PI-1.47A PCC Concrete Sidewalks
PI-1.47B PCC Concrete Driveways
PI-1.48A Concrete Road Foundation
PI-1.51A Asphalt Top Course – NYSDOT Type 9.5
PI-1.51C Asphalt Binder Course – NYSDOT Type 19
PI-1.51E Asphalt Tack Coat
PI-1.58 Establishing Turf
PI-1.65A Air Test for 8"-12" Pipe
PI-1.65B Air Test for 15"-30" Pipe
PI-1.67 Tree Protection Fence
PI-1.68 Silt Fence
PI-1.69 Stabilized Construction Fence
PI-1.75 Straw Bale Dike
PI-1.76 Watering Vegetation
PI-1.77 Concrete Washout
PI-1.80B 6' Chain Link Fence with Posts

PI-1.82A Sign Post Foundation - New
PI-1.82B Sign Post Foundation - Reset
PI-1.84C Solid Double Markings – 4”

Standard Details
PS.05A Street Cut Section A
PS.05B Street Cut Section B
PS.05D Street Cut Plan B
PS.05N Street Cut – MH or Structure
PS.11 Concrete Sidewalk or Driveway - Restoration
PS.14 Beveled Granite Curb
PS.20 Concrete Encasement or Reinforcement of Pipe

DR.04 City Standard Catch Basin Type A with Frame and Grate
DR.07A Precast Concrete Manhole with Frame and Lid or Grate
DR.07B Sanitary Sewer Precast Manholes
DR.08 Cast Iron Trap
DR.17 Pipe Connection to Existing Structure/Manhole
DR.25 Drop Connection Inside Manhole
DR.27 Plug Existing Catch Basin Lateral

TU.06 Sign Post Foundation
TU.23 Concrete Washout

APPENDIX A

Submittal Register

Jacobs
2 Clinton Square, Suite 325
Syracuse, New York 13202
Phone: (315) 401-7110

SCHEDULE OF SUBMITTALS

PROJECT NO.: C-305ab Fayette Street and Forman Avenue Sewer Separation

SUBMITTALS FOR APPROVAL					Critical Submittals	Contractor's Projected Dates Allow 10 days for Approval (allows time for any resubmission)		
Pay Item/Spec Section	Sub Section	Type	Submittal #	Description	Mark "X" for all that apply	Transmittal Date:	Approval Date:	Status
		PACK		Project Schedule	X			
		PACK		Environmental Health and Safety Plan	X			
		PACK		List of Subcontractors	X			
		PACK		Schedule of Values	X			
1.01		**PACK**		Erosion and Sediment Control Plan	X			
1.07A		**PD**		Subbase Course NYSDOT "Type 1" "Run-of-Crusher" (Compacted) - Product data and gradation analysis				
1.07D		**PD**		NYSDOT No. 2 Crushed Stone - Product data and gradation analysis				
1.07G		**PD**		Rip Rap - NYSDOT Light Stone Fill - Product data and gradation analysis				
1.12		**PD**		Topsoil				
1.14A		**SD/PD**		Syracuse Standard Catch Basin - Type A				
1.14D		**SD/PD**		48" Round Precast MH				
1.15C		**SD/PD**		Riser Ring - Precast Concrete MH				
1.16F		**PD**		MH Connection Products (Sanitary and Storm)				
1.17A		**PD**		Catch Basin Filter Insert "Bag" Style				
1.23A-H		**PD**		Solid or Perforated HDPE Pipe 6" - 30"				
1.36A		**PD**		Pipe Connection to Existing Structure/Manhole				
1.36C		**SD**		Rehabilitation of Existing MH or CB - shop drawings of extent of rehabilitation where applicable				
1.36E		**PD**		Plug for Existing CB Lateral				
1.36I		**PD**		Furnish and Install CLSM Flowable Fill				
1.41		**PD**		Reset Granite Curb - granite curb backing mix design				
1.47AB		**PD/SAM**		PCC Concrete Sidewalks/Driveways				
1.48A		**PD/SAM**		Concrete Road Foundation				
1.51A		**PD**		Asphalt Top Course - NYSDOT Type 9.5				
1.51C		**PD**		Asphalt Binder Course - NYSDOT Type 19				
1.51E		**PD**		Asphalt Tack Coat				
1.58		**PD**		Turf - seed mix				
1.65A/B		**TR**		Air Tests for 8"-24" Pipe				
1.67		**PD**		Tree Protection Fence				
1.68		**PD**		Silt Fence				
1.69		**PD**		Stabilized Construction Entrance				
1.75		**PD**		Straw Bale Dike				
1.8		**PD**		6' Chain Link Fence with Posts				
1.82AB		**PD**		Sign Post Foundation - New/Reset				
General Provisions		**CCS**		Record Drawings				
General Provisions		**CCS**		Project Closeout/Final Payment Checklist				

GENERAL PROVISIONS

SECTION 1 – CONTRACTOR'S OBLIGATIONS

G-1.01. Contractor's Work.

The Contractor shall furnish all labor, materials, installed equipment, tools, scaffolding, shoring, bracing, appliances and equipment necessary to properly and safely complete the work under the Contract, and within the time specified. He shall also provide all necessary machinery and plant for the proper and safe execution of the work under this Contract, and shall cover and protect the work from damage due to any cause whatsoever.

The Contractor alone shall be responsible for the safety, efficiency and adequacy of his plant, appliances and methods, for the performance of the work and for the supervision and performance of his personnel, subcontractors and vendors.

G-1.02. Representations of Contractor.

The Contractor represents and warrants:

A. That he is financially solvent and that he is experienced in and competent to perform the type of work or to furnish the plant, materials, supplies or equipment, to be so performed or furnished by him; and

B. That he is familiar with all Federal, State, County and Municipal Laws, ordinances and regulations, which may in any way affect the work or those employed therein, including, but not limited to, any special acts relating to the work or to the project of which it is a part; and

C. That such temporary and permanent work required by the Contract Documents as is to be done by him can be satisfactorily constructed and used for the purpose for which it is intended, and that such construction will not injure any person or damage any property; and

D. That he has carefully examined the Contract Documents and the site of the work, and that, from his own investigations, he has satisfied himself as to the nature and location of the work, the character, quality and quantity of surface and sub-surface materials and structures likely to be encountered, the character of equipment and other facilities needed for the performance of the work, the general and local conditions, and all other materials which may in any way affect the work or its performance.

G-1.03. Permits, Laws and Regulations.

Except as otherwise noted in the Special Project Conditions, the Contractor shall take out, at his own expense, all necessary permits from the County, State, Town, municipal or other public authorities; shall give all notices required by the laws or municipal ordinances and shall pay all fees and charges incidental to the due and lawful execution of the work done under this Contract. He shall keep himself fully informed of all laws, municipal ordinances, and regulations in any manner affecting those engaged or employed in the work, or the materials used in the work, or in any way affecting the conduct of the work, and of all orders, decrees and instructions of bodies or tribunals having any jurisdiction or authority over the same. If any discrepancy or inconsistency should be discovered in the Contract Documents in relation to any such permits, laws,

GENERAL PROVISIONS

SECTION 1 – CONTRACTOR'S OBLIGATIONS

ordinances, regulations, orders, decrees, or instructions, he shall forthwith report the same in writing to the Owner's Representative.

The Contractor shall at all times observe and comply with and shall cause all his agents and employees to observe and comply with all such existing and future laws, ordinances, regulations, orders, decrees and instructions and the conditions of all permits.

G-1.04. Contractor's Address.

Unless the Contractor notifies the Owner in writing to the contrary, the Contractor's address given in the Bid shall be the address to which official communications concerning the Contract shall be mailed or delivered. In addition, official communications may be personally delivered to the Contractor's on-site representative and such personally delivered communications shall have the same force and effect as those mailed or delivered to the Contractor's address.

G-1.05. Emergency Calls.

The Contractor shall maintain telephone service twenty-four (24) hours a day, seven (7) days a week to responsible personnel who shall be in a position to dispatch personnel and machinery to any point on the work site in the event of an emergency and to clear conditions creating any hazard to life, limb or property.

The telephone number shall be supplied to the Owner's Representative not less than five (5) days prior to the commencement of work.

G-1.06. Contractor's Agents, Superintendents and Foreman.

The Contractor shall at all times have a competent superintendent, foreman, or other representative on the work, who shall have full authority to act for the Contractor and to receive and execute orders from the Owner's Representative, and who shall receive shipments of material to the Contractor and who shall see that the work under the Contract is executed in accordance with the Contract Documents and the instructions of the Owner's Representatives thereunder. The Contractor shall be responsible for the acts of his agents, superintendents, and employees during the life of the Contract. The Contractor's authorized agent, superintendent or foreman shall not be replaced without prior written notification to the Owner, except under extraordinary circumstances.

Neither the Owner, the Owner's Representative or the Engineer will be responsible for the acts or omissions of the Contractor, or subcontractors, or any of his or their superintendents, supervisory staff, agents or employees.

G-1.07. Contractor's Personnel.

The Contractor shall be solely responsible for the supervision, conduct and safety of his personnel.

The Contractor shall be solely responsible for ensuring that his personnel and his subcontractors' personnel are properly trained, equipped and certified if applicable, to perform the work and operate the required tools and equipment.

GENERAL PROVISIONS

SECTION 1 – CONTRACTOR'S OBLIGATIONS

The Contractor shall restrict his personnel to only those areas of the facility necessary for the performance of the work of this contract. The Contractor shall instruct his personnel to observe extreme caution when working in the vicinity of mechanical equipment and open tankage. Personnel should be advised that equipment may start automatically and without warning or may be started from a remote location. The Contractor shall instruct his personnel on the hazards and precautions associated with sewage, sludges and chemicals, which may be present in the facility. Personnel should be cautioned that surfaces may be wet or slippery and that physical, chemical, electrical and biological hazards are present. The Contractor's personnel shall not operate or tamper with any valve or switches or other devices or equipment. The Contractor shall be solely responsible for any damage or disruption caused by his personnel.

G-1.08. Safety and Accident Prevention.

The Contractor shall be responsible for complying with the requirements of all applicable Federal and State Occupational Safety and Health Act provisions and the requirements of any and all other laws, rules and regulations pertaining to employee health, safety and accident prevention.

In addition, all employees of the Contractor, and employees for any and all subcontractors performing work for the Contractor, are required to possess and wear the following approved personal safety equipment while present at the Owner's Project Site.

1. Hard hat
2. Steel toed safety shoes, minimum 6" high
3. Reflectorized safety vest or jacket
4. Safety glasses
5. Hearing protection device (as needed for the work being performed)

This safety equipment shall meet the most recent requirements of the agency regulating the requirements of that piece of equipment.

The Contractor shall be solely responsible and liable for the safety and protection of all property and persons, both on the site of the work and adjacent thereto. The Contractor shall designate a qualified and experienced safety representative at the site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

If the work of this Contract requires entry into or activities within areas which are considered to be "confined spaces" or which may otherwise contain hazardous atmospheres, the Contractor shall be responsible for providing all necessary personnel instructions, monitoring and safety equipment, as required by all applicable codes and regulations. Such areas include, but are not limited to, any space containing sewage, sludge, chemicals, fuels or combustibles, poor ventilation or limited access.

If the work of the Contract involves excavation, the Contractor shall designate, and identify to the Owner's Representative, a "competent person" as defined in applicable OSHA Regulations concerning excavation and trench protection and safety. The Contractor's designated competent person shall be present at the site at all times during the performance of excavations and shall be solely responsible for the conduct of safe excavation in accordance with applicable OSHA Regulations.

GENERAL PROVISIONS

SECTION 1 – CONTRACTOR'S OBLIGATIONS

Any accident involving personal injury requiring more than simple, on-site first aid or property damaged in excess of $100 shall be reported by the Contractor's on-site representative to the Owner's Representative within 24 hours of occurrence, complete with all pertinent details.

The Owner, Owner's Representative or Owner's Engineer shall not have any obligation or responsibility for supervising, directing, inspecting, monitoring, overseeing, enforcing or otherwise ensuring the Contractor's compliance with and performance of safety requirements or procedures. If the Owner's Representative happens to observe or become aware of a failure to comply with safety requirements or procedures by the Contractor, its employees or subcontractors, the Owner's Representative may, at his discretion, so notify the Contractor's on-site representative. If, in the judgement of the Owner's Representative, the observed failure to comply constitutes an immediate threat to persons or property, or prevents the Owner's Representative from safely gaining access to the work or otherwise performing his duties, the Owner's Representative may order the work stopped until the problem is rectified, and the Contractor, or subcontractor, shall immediately comply with such order. The Contractor shall have no claim for delay or damages against the Owner, nor shall the Contractor be entitled to an extension of contract time due to any work stoppage arising from the Contractor's failure to comply with safety requirements or procedures.

G-1.09. Hazardous Communication Standard Compliance.

If applicable to the work of this Contract, pursuant to the requirements of the Hazardous Communication Standard, 29 CFR 1910.1200, prior to commencing the work of the Contract, the Owner's Representative will provide the Contractor with information concerning the County's Hazardous Communication Program, a list of hazardous substances known to be present in the work area, including suggested safety precautions that should be followed, an explanation of the County's hazardous labeling procedure and information on the availability of Material Safety Data Sheets. The Owner's Representative may also conduct the Contractor's Representative on a walk-through of the work area to identify specific hazards which may be present. The Contractor will be required to sign a statement acknowledging receipt of this information. The Contractor's employees will not be permitted to enter the site until this statement is signed.

The Contractor shall be responsible for informing and instructing his employees and subcontractors as to the County's Hazardous Communication Program and procedures and the existence of hazardous materials or conditions in the work area. The Contractor shall be responsible for providing his employees and subcontractors with all information and training required under, and otherwise complying with, OSHA's Hazardous Communication Standard, 29 CFR 1910.1200 and New York State's Toxic Substance Act, Labor Law Article 28.

The Contractor shall inform the Owner's Representative of any and all hazardous materials which the Contractor may cause to be present at the site and shall provide to the Owner's Representative Material Safety Data Sheets for any and all such materials at least 72 hours prior to the introduction of any such materials to the site.

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

GENERAL PROVISIONS

SECTION 1 – CONTRACTOR'S OBLIGATIONS

The Contractor must submit a detailed work plan, including a sequence of operation (and/or installation), and detailed procedures for all work to be performed in hazardous areas, including but not limited to, work involving gas systems. The Contractor must submit this plan for approval by the County and Engineer within two weeks of the proposed start of work. The Contractor cannot proceed with work in hazardous areas without an approved work plan. Installation, purging if applicable, and testing, shall be in accordance with the requirements of the National Fire Protection Association (NFPA) standards.

G-1.10. Patents.

The Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the work or the incorporation in the work of any invention, design, process, product or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product or device is specified in the Contract Documents for use in the performance of the work and if to the actual knowledge of the Owner or the Engineer its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by the Owner in the Contract Documents. The Contractor shall indemnify, keep and save harmless the Owner from all liabilities, judgments, costs, damages and expenses which may in any way come against the Owner by reason of the use of any patented material, machinery, devices, equipment or processes furnished or used in the performance of the work under the Contract or by reason of the use of patented designs furnished by the Contractor and accepted by the Owner.

G-1.11. No Claims Against Individuals.

No claim whatsoever shall be made by the Contractor against any officer, agent or employee of the Owner for, or on account of anything done or omitted to be done in connection with the Contract.

G-1.12. Contractor's Title to Material.

The Contractor warrants that he has good title, free and clear, to all materials, supplies and equipment used by him in the work.

All materials and equipment incorporated in the work shall become the property of the Owner.

G-1.13. One-Year Guarantee.

All work of this Contract shall be guaranteed by the Contractor for a period of one (1) year.

For work taken under beneficial occupancy prior to issuance of a Certificate of Substantial Completion, the one-year guarantee period shall commence on the date of beneficial occupancy of that work, unless noted otherwise on the Notice of Beneficial Occupancy.

Otherwise, the one-year guarantee period shall commence with the date of Substantial Completion, as determined by the Owner, for all work accepted as substantially complete. Items of work which are uncompleted as of the date of Substantial Completion, or which subsequently become defective, shall be guaranteed for one (1) year from the date of their respective completion or correction.

GENERAL PROVISIONS

SECTION 1 – CONTRACTOR'S OBLIGATIONS

Under this guarantee the Contractor agrees to promptly repair, replace or otherwise make good to the Owner's satisfaction, and at the Contractor's expense, any and all items of work of the contract which fail to perform in accordance with the Contract Documents, and also to make good any damage caused by such failure.

This guarantee is a part of the Contractor's obligations under this Contract and, as such, shall be covered by the Contractor's Performance Bond.

G-1.14. Underground Utilities.

The information and data shown or indicated in the Contract Documents with respect to existing underground utilities at or contiguous to the site is based on information and data furnished to the Owner by the owners of such underground utilities, or by others. The Owner shall not be responsible for the accuracy or completeness of any such information or data.

The Contractor shall be responsible for safe excavation practices and the protection of all underground utilities at the site in accordance with 16 NYCRR Part 73 (also referred as Industrial Code 53 or Code Rule 53). Prior to commencing any excavation operations either on or adjacent to the Project site, the Contractor shall be responsible for contacting Dig Safely New York (*www.digsafelynewyork.com* or 1 (800) 962-7962)).

The cost of all of the following will be included in the Contract Price, and the Contractor shall have full responsibility for: (i) reviewing and checking all such information and data shown or indicated in the Contract Documents, (ii) locating all underground utilities shown or indicated in the Contract Documents, (iii) coordination of the work with the owners of such underground utilities during construction, and (iv) the safety and protection of all such underground utilities and repairing any damage thereto resulting from the work."

GENERAL PROVISIONS

SECTION 2 – ASSIGNMENT AND SUBCONTRACTS

G-2.01. Assignment.

The Contractor shall not assign, transfer, convey, or otherwise dispose of this Contract, or of his right, title or interest therein, or his power to execute such Contract, to any other person or corporation without the previous consent in writing of the Owner.

The provisions of this Section shall not hinder, prevent, or affect an assignment by the Contractor for the benefit of creditors made pursuant to law, nor is it intended to prohibit subcontracting a portion of the work of the Contract in accordance with the provisions of the law.

G-2.02. Subcontracts.

In the event that the Contractor desires to subcontract any part of the work, he shall first submit to the Owner a statement showing the character and amount of the work to be subcontracted and the party or parties to whom it is proposed to subcontract the same. If requested by the Owner, he shall also furnish a statement as to his or their experience, financial ability, or other qualifications for properly performing the work proposed to be subcontracted.

The proposed subcontractor shall not perform any work nor enter upon the site of the work until written approval has been granted by the Owner and acceptable Certificates of Insurance for the subcontractor have been submitted to the Owner.

Notwithstanding the Contractor's use of subcontractors, and the Owner's approval thereof, the Contractor shall be solely responsible for the satisfactory and entire completion of the work of the Contract in accordance with these Contract Documents and for the performance and conduct of his subcontractors. Any work performed by subcontractors which is determined by the Owner to be unacceptable shall be corrected or replaced at no additional cost to the Owner. In the event a subcontractor consistently fails or refuses to perform in accordance with the Contract Documents, the Owner may require the Contractor to remove that subcontractor from the site and to complete the work by other acceptable means, at no additional cost to the Owner.

The Contractor shall be responsible for the coordination of all subcontractors engaged upon his work.

G-2.03. Subcontractor's Wage Rates.

In accordance with Article 8 - Section 220 of the New York State Labor Law, the New York State schedule of prevailing wages and supplements, as included in this Contract or as subsequently redetermined by the New York State Department of Labor, shall be specifically included in each and every subcontract, regardless of tier, awarded by the Contractor or his subcontractors.

Subcontractors, regardless of tier, shall provide to the Contractor a verified statement attesting that the subcontractor has received and reviewed the prevailing wage rate and supplement schedule and agreeing that it will pay its employees the applicable wages and will pay or provide the supplements specified therein. The Contractor shall submit to the Owner copies of all such verified statements.

GENERAL PROVISIONS

SECTION 2 – ASSIGNMENT AND SUBCONTRACTS

The Owner will not reduce retainage or make final payment to the Contractor unless and until the Contractor has submitted to the Owner the verified statements concerning wage rates from each and every subcontractor, regardless of tier, utilized in the performance of the work of this Contract.

In the event it is determined by the New York State Commissioner of Labor that the wages and/or supplements of any employees of the Contractor's subcontractors, regardless of tier, have not been paid of provided pursuant to the appropriate schedule of wages and supplements, the Contractor shall be responsible for payment of such wages or supplements.

GENERAL PROVISIONS

SECTION 3 – OWNER'S REPRESENTATIVES

G-3.01. Owner.

The term "Owner", as used in these Contract Documents, shall refer to the County of Onondaga, New York. The Contract Agreement can be executed on behalf of the Owner only by the Onondaga County Executive. Similarly, changes to the Contract Documents subsequent to Contract execution can only be accomplished pursuant to a Change Order signed by the County Executive, in accordance with Section 5 of these General Provisions.

This Contract shall be administered on behalf of the Owner by the Onondaga County Department of Water Environment Protection whose designated employees shall have the authority to act on behalf of the Owner and represent the Owner on all matters concerning this Contract, except changes thereto, as noted above.

G-3.02. Engineer.

The Materials and Performance (Technical) Specifications and Contract Drawings portions of these Contract Documents may have been prepared either by the Owner's in-house engineering personnel or by a consulting engineer or architect retained by the Owner under a separate contract. If the Owner utilized the services of a consulting engineer or architect, the name of the consulting engineer or architect will be shown on the cover of the Contract book and on each sheet of the Contract Drawings. Furthermore, the name, address and telephone number of the Owner's consulting engineer or architect, if any, will be indicated in the Special Project Conditions.

The term "Engineer," as used in these Contract Documents, shall refer to the Owner's consulting engineer or architect, if any. If no consulting engineer or architect was utilized by the Owner, the term "Engineer" shall refer to the Owner's in-house engineering personnel.

G-3.03. Owner's Representative.

Routine communication between the Owner and the Contractor shall be through the Owner's Representative. The Owner's Representative may be either an employee of the Owner or an employee of the Engineer, as designated in the Special Project Conditions. The designation of the Owner's Representative may be changed at any time by the Owner. Such a change in the designation of the Owner's Representative shall not be construed to be a change to the Contract Documents and shall not affect the validity or enforceability of the Contract Documents.

The Owner's Representative is not authorized to make changes in the Contract Documents, to direct or authorize the performance of extra work or to otherwise modify the Contract. Such changes can only be effected by a Change Order issued pursuant to Section 5 of these General Provisions.

G-3.04. Inspection of the Work.

Inspection of the work of this Contract will be performed by the Owner's Representative. The Owner's Representative is empowered by the Owner to determine the amount, quality, acceptability and fitness of all parts of the work, and to interpret the Contract Documents and any changes thereto, but this authority shall not give rise to any duty or responsibility of the Owner, the Owner's Representative or the Engineer to the Contractor, subcontractors or any of their agents or employees.

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SECTION 3 – OWNER'S REPRESENTATIVES

Inspection services performed by the Owner pursuant to this Contract, whether of material or work, and whether performed prior to, during or after completion of construction, are performed solely for the purpose of determining general conformity of the work with the Contract Documents.

No matter how extensive the Owner's inspection services, neither the Owner, the Owner's Representative or Engineer will be responsible for the Contractor's failure to furnish materials or equipment or to perform the work of the Contract in accordance with the Contract Documents.

Nothing contained herein shall create, or be deemed to create: (1) any duty upon the Owner, the Owner's Representative, or the Engineer, to supervise or be responsible for construction means, methods, techniques, sequences or procedures or for safety precautions and programs followed or required to be followed by any Contractor or subcontractor or their employees or by any other persons at the job site; (2) any liability whatsoever by the Owner, the Owner's Representative or the Engineer to any employees or any contractor or subcontractor or to any other person; or (3) an acceptance of any of the work, except as provided for in Subsection G-6.07 (C).

G-3.05. No Waiver of Rights.

Neither the inspection by the Owner, nor any of its employees or agents, nor any order of the Owner for payment of money, nor any order, measurement or certificate by the Owner, nor payment for, nor acceptance of the whole or any part of the work by the Owner, nor any extension of time, nor any possession taken by the Owner or employees shall operate as a waiver of any provision of this Contract, or of any power herein reserved to the Owner or of any right to damage herein provided, nor shall any waiver of any breach of this Contract be held to be a waiver of any other subsequent breach. Neither the issuance of a Certificate of Substantial Completion, nor correction by the Owner of the Contractor's defective work will constitute an acceptance of any work that is not in accordance with the Contract Documents, or a release of the Contractor's obligation to perform the work in accordance with the Contract Documents. All remedies in this Contract shall be taken and constructed as cumulative; that is, in addition to each and every other remedy herein provided, the Owner shall have any and all equitable and legal remedies which he would in any case have.

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SECTION 4 – TIME PROVISIONS

G-4.01. Commencement and Completion of Work.

The Contractor shall commence the work within the time specified in the Information for Bidders. Time being of the essence, the Contractor shall fully complete the work within the time specified in the Special Project Conditions.

G-4.02. Pre-construction Meeting.

Prior to the start of construction by the successful Bidder, a general information meeting shall be held with the Owner, Owner's Representative, Contractor, and any other interested parties designated by the Owner at a time and place to be designated by the Owner. The meeting shall cover general features of the Project and coordination of commencement of the work.

G-4.03. Progress and Coordination Meetings.

Periodically during the course of the Contract work the Owner's Representative may schedule progress and coordination meetings. The purpose of these meetings is to review the status of the work, update the Project Schedule, Coordinate the activities of the various parties and address questions and issues which may arise. Attendance at these meetings is a part of the work of this Contract and is mandatory. The Contractor shall be represented at these meetings by his designated Project Manager or Project Superintendent. Minutes of these meetings will be prepared by the Owner's Representative and distributed to all parties. These minutes shall become part of the official project documentation.

G-4.04. Rate of Progress.

The rate of progress shall be as nearly uniform as practicable and shall be such that all work under the Contract will be completed within the time specified, or before such later date to which the time of completion may have been extended by the Owner.

The Contractor shall, within ten days following the execution of this contract, prepare and submit to the Owner, for review, two copies of a practical and feasible work schedule. The schedule shall be in the form of a neat and legible bar graph and shall show the proposed starting dates and duration of all major components, tasks or activities included in the Contract. The schedule shall also indicate shop drawing submittal, delivery and installation dates for major or critical items of equipment or materials. If more than one prime contract is involved, the General Contractor's schedule shall take into account the work of the other Contractors and the other Contractors shall provide input to the General Contractor's schedule and shall review the compiled schedule for acceptance. After all prime contractors have reviewed and accepted the schedule prepared by the General Contractor, that schedule shall become the Project Schedule.

The General Contractor is required to update the Project Schedule on a monthly basis. A copy of the updated Project Schedule shall be submitted to the Engineer and Owner’s Representative as either a separate submittal, or as part of the General contractor’s application for payment.

The Contractor on each Contract shall adhere to the Project Schedule or any mutually acceptable changes thereto. In the event a Contractor does not adhere to the Project Schedule and causes other Contractors to be damaged, the Contractor causing the delay shall save the Owner harmless from all actions

GENERAL PROVISIONS

SECTION 4 – TIME PROVISIONS

and charges of the other Contractors against the Owner caused by said delay.

G-4.05. Charges For Delay.

It is hereby agreed that time is of the essence of the Contract and that the Owner will suffer damages from failure to complete the work in the time specified. When the work embraced in the Contract is not completed on or before the date specified for completion herein or on or before the later date to which the time of completion may have been extended by the Owner, the engineering, construction Management and inspection expenses incurred by the Owner, upon the work from said date to the final date of completion of the work shall be charged to the Contractor and in addition, the Contractor shall be charged the per diem sum specified in the Information for Bidders for the same period or where no per diem sum is specified in the Information for Bidders, the Contractor shall be charged the sum of Five Hundred Dollars ($500.00) per diem for the same period, said sums being not in the nature of a penalty, but a part of the consideration of the Contract as Liquidated Damages. The work will be deemed completed on the date of substantial completion in accordance with Section G-6.07 of the General Provisions.

The amounts of engineering and inspection expenses and Liquidated Damages shall be deducted from any monies due or to become due the Contractor.

G-4.06. Extension of Time.

See General Provisions Section 5 for procedures concerning Extension of Time.

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SECTION 5 – CHANGES

G-5.01. Owner's Changes in the Work.

a. The Owner at any time without notice to any Surety may make changes in the work of the Contract by making alterations therein, by making additions thereto, or by omitting work therefrom, and no such action shall invalidate the Contract, relieve or release the Contractor from any guarantee under the Contract, affect the terms or validity of any bond, relieve or release any Surety, or constitute grounds for any claim by the Contractor for damages or loss of anticipated profits. All work required by such alterations, additions, or omissions shall be executed under the terms of the Contract.

b. Other than in an emergency endangering life or property or pursuant to a Field Order, the Contractor shall not make any change in the work nor furnish any labor, equipment, materials, supplies, or other services in connection with any change except pursuant to, and after, receipt of a written authorization from the Owner in the form of a Modification Order. The Contractor shall not be entitled to any increase in the Contract price or extension of the Contract Time, and no claim therefor shall be valid, unless such written authorization has been so issued to the Contractor.

c. The Owner's Representative may authorize minor changes in the work which do not alter the character, quantity, or cost of the work as a whole. These changes may be accomplished by a Field Order. The Contractor shall carry out such Field Orders promptly and without any adjustment of the Contract price or Contract time.

G-5.02. Contractor's Claims.

Any claim for an increase in the Contract Price or extension of Contract Time made by the Contractor shall be based on written notice delivered to the Owner's Representative within fifteen (15) days of the occurrence of the event giving rise to the claim. Notice of the amount of the claim with supporting data shall be delivered to the Owner's Representative within forty-five (45) days of such occurrence, unless the Owner's Representative allows, in writing, an additional period of time for the Contractor to ascertain accurate cost data. The Contractor's failure to make notice of claim, or failure to make notice of amount of claim, within the time period stipulated herein shall render the claim invalid without further consideration or review and no increase in the Contract Price or Time shall be made on account of the claim.

G-5.03. Adjustments in Contract Price.

Any increase or decrease in the Contract price resulting from changes in the work ordered by the Owner or claimed by the Contractor shall be determined as follows:

a. By such applicable unit prices, if any, as set forth in the Contract; or

b. If no such unit prices are so set forth, then by unit prices or by a lump sum mutually agreed upon by the Owner and the Contractor; such unit prices or lump sum being arrived at by estimates of reasonable value prepared in general conformance with the outline set forth in (c) below.

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c. If no such unit prices are so set forth and if the parties cannot agree upon unit prices or a lump sum, then determination shall be made as the sum of the following amounts for all work necessary for the changes:

1. Cost of all materials and equipment furnished and incorporated in the work, including extra costs of transportation and off-site storage and manufacturers' field services, if required. The Owner shall be credited for the value of any material or equipment furnished under the original contract and not used as a result of the change, or, at the Owner's option, the unused material or equipment may be turned over to the Owner. Changes in the contract price shall include the following supplemental costs:

   i) The proportion of necessary transportation, travel, and subsistence expenses of the Contractor's employees incurred in the discharge of duties connected with the work.

   ii) Deposits lost for causes other than negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable.

   iii) Losses and damages (and related expenses) caused by damage to the work, not compensated by insurance or otherwise, sustained by the contractor in connection with the performance and furnishing of the work (except losses and damages within the deductible amounts of such property insurance in place), provided they have resulted from causes other than the negligence of the Contractor, any subcontractor, or anyone directly or indirectly employed by any of them or for whose acts any of them may be liable. Such losses shall include settlements made with the written consent and approval of the Owner's Representative. No such losses, damages and expenses shall be included in the cost of the work for the purpose of determining the Contractor's fee. If, however, any such loss or damage requires reconstruction and the Contractor is placed in charge thereof, the Contractor shall be paid for services a fee proportionate to that stated in Subsection G-5.03(c)(7).

   iv) The cost of utilities, fuel and sanitary facilities.

   v) Minor expenses such as long distance telephone calls, telephone service at the site, and similar petty cash items in connection with the work.

   vi) Cost of premiums for additional bonds and insurance required because of changes in the work."

2. Wages paid to workers and foremen and wage supplements paid to labor organizations or directly to individuals in accordance with New York State Prevailing Wage Rate Schedule or labor union agreements, as applicable. No direct payment will be made for Contractor's personnel above the level of foreman or for field office or main office personnel. No direct payment will be made for engineering, drafting or surveying

services or personnel, unless agreed to in advance by the Owner. No payment will be made for the extra cost of performing work during overtime hours, unless agreed to in advance by the Owner.

3. Allowances for necessary use of suitable construction equipment, as agreed to in advance by the Owner's Representative, at rates agreed to in advance between the Contractor and the Owner's Representative. In the absence of said advance agreement by the Owner's Representative as to use and cost of equipment, the Owner shall not be obligated to pay for use of said equipment. (Agreement by the Owner's Representative as to the Contractor's use of equipment is for payment purposes only and shall not confer upon the Owner or the Owner's Representative any responsibility for the Contractor's means, methods, techniques, procedures, or the adequacy, sufficiency or safety of the equipment or the use thereof.)

   The rate to be paid for equipment used shall be negotiated, generally based on the current rates listed in EquipmentWatch Rental Rate Blue Book for Construction Equipment ("The Blue book"). The number of hours to be paid for shall be the number of hours that the equipment is required to be present and available for immediate service at the site of the extra work. If the equipment is being used in the performance of both contract and extra work simultaneously, the number of hours paid for shall be the number of hours that the equipment is actually used in the performance of the extra work. No payment will be made for equipment which is not required to be available for immediate use at the site of the extra work, as determined by the Owner's Representative.

   An hourly rate for fuel, lubrication and maintenance cost for each applicable item of equipment used on the extra work shall be agreed to in advance between the Contractor and the Owner's Representative. The number of hours for fuel/ maintenance to be paid for shall be the number of hours the equipment is actually required to be running in connection with the performance of the extra work. No direct payment will be made for vehicles or equipment used for support or maintenance of construction equipment, or for Contractor's personnel engaged in such support or maintenance, or for the cost of repairs to construction equipment. No direct payment will be made for the use of hand tools, small power tools or their accessories or appurtenances, ladders, scaffolds, safety equipment, personal protective equipment, reusable forms, surveying or control equipment, general supplies, administrative or personal vehicles or equipment, etc., unless agreed to in advance by the Owner's Representative.

4. Amounts paid to approved subcontractors by the Contractor for necessary work performed by subcontractors in connection with the change, as substantiated by receipted invoices and completed in accordance with these provisions.

5. Sales and use taxes paid by the Contractor, as required by law, but not for materials and equipment to be incorporated in the work, which would be exempt from sales tax in accordance with the provisions of this Contract.

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SECTION 5 – CHANGES

6. Premiums or taxes paid by the Contractor for workmen's compensation and disability insurance, unemployment insurance, FICA tax and other payroll taxes as required by law and premiums for liability insurance as required by this Contract, but only to the extent that such premiums and taxes are increased or decreased as a result of the change. In order to be reimbursed for increases in insurance premiums and taxes resulting from changes, the Contractor must submit documentation satisfactory to the Owner showing the method by which the Contractor's insurance premiums and taxes are computed for each and every kind of insurance and tax. No allowance for Overhead and Profit shall be applied to or made for insurance premiums and payroll taxes paid by the Contractor.

7. An allowance for the Contractor's combined overhead and profit, which shall be negotiated separately for each change, shall be designated as follows:

   i) For changes in the contract scope that result in a net increase in contract price, the Contractor may add Fifteen percent to the total cost of material, equipment, plant rentals and direct labor, as his only compensation for profit and overhead, except that the Fifteen percent shall not be applied to the premium portion of overtime pay.

   ii) For changes in the contract scope that result in a net decrease in contract price, an amount equal to ninety five percent of such net decrease will be deducted from the Contractor's contract amount.`

   iii) When one or more tiers of subcontractors perform work on the basis of cost of the work plus a fee, and no fixed fee is agreed upon, the subcontractor who actually performs or furnishes the work, at whatever tier, will be paid a fee of ten percent of the costs incurred by such subcontractor. Any higher tier subcontractor and the Contractor will each be paid a fee of five percent of the amount paid to the next lower tier subcontractor, except that the total of the fees paid to higher tier subcontractors and the Contractor combined shall not exceed Fifteen percent of the cost plus fee of the subcontractor who actually performed or furnished the work.

   iv) When any one change involves additions and deletions to the work, the allowance for overhead and profit shall be based on the net increase, if any, with respect to that change."

The Owner shall determine by which of the methods, a, b or c, the Contract Price will be adjusted for any change.

Regardless of the method used to determine the adjustment in Contract Price for any change, the Contractor will be required to submit evidence satisfactory to the Owner to substantiate each and every item of cost that constitutes the Contractor's proposal or claim. Examples of required documentation include, but are not limited to, receipted invoices for major items of materials or equipment actually used or deleted in the

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change, detailed bill of materials lists, daily time sheets showing labor and construction equipment time expended on the change, receipted invoices from subcontractors containing all the detailed cost accounting information called for herein, receipted invoices for equipment rental, certified payrolls, etc.

For changes paid in accordance with method c, above, the Contractor shall present time sheets showing labor and equipment classifications and hours and materials used each day in performance of the change to the Owner's Representative at the end of each day's work. If the Owner's Representative concurs with the charges made against the change, the Owner's Representative will sign the Contractor's daily time sheet. Work by subcontractors performed under method c shall be similarly verified by the Owner's Representative. The Owner reserves the right to not make payment for time and material charges not supported by a daily time sheet verified and signed by the Owner's Representative.

G-5.04. Modification and Change Order Procedures.

Any change which will alter the Contract Documents or the nature, scope or quality of the work, regardless of whether or not an adjustment in Contract Price or Time will result, shall be initiated and accomplished in writing, in accordance with the procedures contained herein. It is expressly understood and agreed that the Owner reserves the final decision as to the need for and acceptability of changes and that only the Owner can authorize changes in the Contract. Should the Contractor proceed with the performance of extra work, including ordering materials therefore, without having first received a Modification Order, as described herein, the Owner reserves the right to refuse to compensate the Contractor for such extra work or any part thereof.

The following procedures shall be followed in processing changes to this Contract: (As hereinafter used, the word "modification" shall be synonymous with the word "change," and shall include extra work, deleted work, substitutions or any other deviation from the Contract Documents, whether or not an adjustment in Contract Price or Time will result.)

a. In the case of modifications initiated by the Owner or Engineer, the Owner's Representative shall request from the Contractor, in writing, a proposal or estimate. This letter of request will include a description of the modification proposed, an explanation of why the modification is required and a statement as to the method of payment to be used (Time and Materials, Unit Price, Negotiated Price, Lump Sum, etc.).

b. The Contractor shall submit to the Owner’s Representative sufficient documentation showing the basis for the proposed modification amount. If lump sum, the Modification Order will at minimum show the estimated materials and labor breakdown so the Project Manager and Engineer can evaluate the proposed work and price. If the work in on a “time and material” basis, a record of the hourly and/or daily labor charges and materials charges shall be attached. If the Contractor’s first proposal or subsequent proposals are rejected by the Project Manager and/or the Engineer, each proposal and rejection shall be included with the subsequent proposal documentation.

   If a Modification Order is the result of a design change, a copy of the Engineer’s stamped detail drawing and/or description will also be attached to the Modification Order.

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c. Upon receipt of the Contractor's proposal, the Owner's Representative shall review the Contractor's proposal to determine if, in the Owner's Representative's judgment, the proposal is reasonable and acceptable. In the case of a claim by the Contractor for additional compensation for work already performed, the Owner's Representative shall determine the validity of the claim, and, if valid, verify the costs and/or quantities claimed.

d. When the nature and cost of the proposed or claimed modification is determined to be acceptable to all parties, and all applicable documentation has been submitted to the Owner, the Owner's Representative shall prepare a Modification Order. The Modification Order document shall include a brief description of the proposed modification, an explanation of why the modification is required, the agreed upon price and/or the specific method of payment to be used, and a list of all applicable backup material and documentation. This document will be submitted by the Owner's Representative to the Owner for the Owner's approval and signature. The approved Modification Order, bearing the signature of the Commissioner of the Department of Water Environment Protection will be forwarded to the Contractor by the Owner.

e. Upon receipt of the approved Modification Order by the Contractor, the Contractor shall proceed with the performance of the work described therein. However, the Contractor will not be paid for the modification until it has been satisfactorily performed and a formal Change Order, signed by the Onondaga County Executive, has been executed.

f. All Modification Orders issued for a contract will be numbered serially beginning with the Number 1. After a substantial dollar value of modifications have been performed by the Contractor, the Owner's Representative shall prepare a formal Change Order. The Change Order document will identify, by number and description, the one or more modifications included in the Change Order and the agreed upon final cost or credit for each modification. For modifications where the final price is different from the approved proposed or estimated price contained in the Modification Order or where the adjustment in Contract Price is made pursuant to method 3.c, above, copies of detailed substantiation as the Owner or Engineer may require, shall be provided by the Contractor to the Engineer prior to the Engineer's preparation of the Change Order containing that modification.

g. The Owner reserves the right to have all Change Orders reviewed by the Owner's attorney before the Change Order is presented to the Contractor for signature. After the original Change Order is executed by the Contractor and the Engineer, it will be submitted to the Owner for execution by the Commissioner and County Executive. After signing the Change Order, the Owner will make and distribute the required number of copies. No right to payment for changed, extra or claimed additional work shall accrue to the Contractor in the absence of a formal, fully executed Change Order signed by the Onondaga County Executive.

*The Engineer's signature may not be required on a Change Order if, in the Owner's opinion, the Change Order does not affect the Contract Drawings or the Technical Specifications.

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h. Payment of the executed Change Order will be made at the time of the Contractor's regular periodic estimate for work in place.

The only exception to the above procedures will be in case of an emergency situation endangering life, limb, property or public health or safety. In such cases, verbal directives may be used to accomplish immediate action. However, the written procedures described above must subsequently be initiated.

G-5.05. Change in Contract Time Associated with Modifications.

a. Unless specifically addressed otherwise on a case by case basis, Modification Orders and Change Orders issued under this Contract will not provide for any change in Contract Completion Time. Accordingly, requests for price proposals for modifications will include the following statement:

"This modification, if approved by the Owner, will not change the stipulated Contract Completion Time. Therefore, please include in your price proposal allowance for all direct, indirect and impact costs which may be necessary to complete the work of this proposed modification, and all other work of this Contract, within the stipulated Contract Completion Time."

b. The following language will be included on all Modification Orders (the letter, signed by the Owner, which establishes the price of the work and authorizes the Contractor to proceed):

"In accepting this authorization to proceed with the work of this modification, it is mutually agreed that the amounts provided for herein will be accepted by the Contractor as full compensation for all costs associated with this modification in the work, including all direct, indirect and impact costs which may be required to complete the work of this modification, and all other work of this Contract, within the stipulated Contract Completion Time. This modification does not change the Time of Completion of this Contract or the Contract Completion Date currently in effect."

c. The following language will be included on all Change Orders (the document which effects payment for one or more modifications and which is signed by both the Contractor and the Owner):

"In executing this Change Order, it is mutually agreed that the amounts provided herein will be accepted by the Contractor as full compensation for all costs associated with these changes in the work, including all direct, indirect and impact costs which may be required to complete these changes, and all other work of this Contract, including previously executed Change Orders, if any, within the stipulated Contract Completion Time. This Change Order does not change the Time of Completion of the Contract or the Contract Completion Date currently in effect."

GENERAL PROVISIONS

SECTION 5 – CHANGES

G-5.06. Adjustment of Contract Time.

a. If the Contractor is obstructed or delayed in the prosecution or completion of the work by the neglect, delay or default of any other contractors for adjoining or contiguous work, or by any damage that may happen thereto, by the unusual action of the elements, or by the abandonment of the work by the employees in a general strike, the Contractor shall have no claim for damages against the Owner or Engineer for any such cause or delay, but the Contractor may in such case be entitled to an extension of time specified herein for the completion of the Work, provided, however, that claim for such extension of time be made by the Contractor in writing within thirty (30) calendar days from the time when such alleged cause for delay shall occur.

An application for an extension of time must set forth in detail the source and the nature of each alleged cause of delay in the completion of the Work, the date upon which each such cause of delay began and ended, and delay attributable to each of such causes. The Contractor shall, however, be entitled to an extension of time for such causes only for the number of calendar days of delay which the Owner may determine to be due solely to such causes, and then only if the Contractor shall have strictly complied with all of the requirements of this Section.

The Contractor shall not be entitled to receive a separate extension of time for each one of several causes of delay operating concurrently, but, if at all, only for the actual period of delay in completion of the work as determined by the Owner irrespective of the number of causes contributing to produce such delay. If one of several causes of delay operating concurrently results from any act, fault or omission of the Contractor or of his subcontractors or material men, and would of itself (irrespective of the concurrent causes) have delayed the Work, no extension of time will be allowed for the period of delay resulting from such act, fault or omission.

b. Where the Owner accepts an application by the Contractor for an extension of time and/or it is agreed that the Contractor is entitled to an extension of time, the Contract Completion Date shall be adjusted pursuant to a Time Extension Change Order, which shall be signed by the Owner and the Contractor and shall be in the following form and contain the following provisions:

GENERAL PROVISIONS

SECTION 5 – CHANGES

EXTENSION OF TIME CHANGE ORDER

The Contract Completion Date is hereby changed to _____.

In executing this Change Order, the OWNER And CONTRACTOR mutually agree as follows:

1. The extension of the Contract Time was requested by the CONTRACTOR and the new Contract Completion Date established herein is the date requested by the CONTRACTOR.

2. There will be no adjustment in the Contract Price as the result of this change in Contract Completion Date.

3. The CONTRACTOR waives any and all claims against the OWNER for any and all costs associated with delay in completion of the Contract until the new Contract Completion Date established herein.

4. The OWNER waives its right to recover Liquidated Damages or Engineering Costs from the CONTRACTOR, from the original Contract Completion Date to the new Date established herein.

5. The OWNER reserves its right to recover from the CONTRACTOR Liquidated Damages and Engineering and Inspection Costs for each and every day that the Contract remains uncompleted after the new Contract Completion Date established herein.

6. All other requirements and provisions of the Contract shall remain unchanged and in full force and effect, including Insurance, Bond and Guarantee Provisions, and the indemnification, defense and hold harmless provisions, and shall extend as necessary to cover the new Contract Time provided herein.

c. The Contractor agrees that he has and will make no claim for damages against the Owner by reason of any act or omission to act by any other contractor or in connection with the Engineer's or Owner's acts or omissions to act in connection with such other contractor, but the Contractor shall have a right to recover such damages from the other contractors, under a provision similar to the following provision which has been or will be inserted in the Contract with such other contractors.

Should any other contractor, having or who shall hereafter have a contract with the Owner relating to the Project or in connection with the work on sites adjoining or adjacent to that on which the work covered by this Contract is to be performed, sustain any damage through any act or omission of the Contractor, the Contractor agrees to reimburse such other contractor for all such damages and he further agrees to defend, indemnify, and save harmless the Owner from all claims for such damages.

GENERAL PROVISIONS

SECTION 5 – CHANGES

G-5.07. Payment of Claims and Disputed Amounts.

Payment of claims made by the Contractor, in accordance with Section G-5.02 above, will only be made by the Owner pursuant to a fully executed Change Order as described in Section G-5.04. In the absence of such a fully executed Change Order, the Owner shall not be obligated to pay any claim or disputed amount. No right shall accrue to the Contractor for interest or other compensation on any claim or disputed amount unless and until a formal Change Order is executed by the Onondaga County Executive.

The Contractor shall carry on the work and adhere to the progress schedule during all disputes or disagreements with the Owner. No work shall be delayed or postponed pending resolution of any disputes or disagreements, except as permitted elsewhere in these Contract Documents or as the Owner and Contractor may otherwise agree in writing.

GENERAL PROVISIONS

SECTION 6 – PAYMENTS

G-6.01. Estimated Quantities.

The Contractor agrees that the estimated quantities stated in the Bid are only for the purpose of comparing on a uniform basis, the bids offered for the work under the Contract, and said estimated quantities may not represent or approximate the quantities actually required to be used in the work. The Contractor further agrees that he is satisfied with and will at no time dispute the said estimated quantities as a means of comparing the bids.

In the event that the quantities of various items actually used are either higher or lower than the quantities stated in the Bid (except as allowed for below), the Contractor agrees that the applicable unit prices bid shall be used as the sole basis for computing payment. The Contractor will make no claim for lost overhead or profit or for other costs incurred as a result of deleted work, unused quantities or overrun quantities.

Where the quantity of any item of unit price work performed by the Contractor differs by more than twenty percent (20%) from the quantity stated in the bid and there is no corresponding adjustment with respect to any other item of work, and if the Contractor believes that he has incurred additional expense as a result thereof, the Contractor may make a claim for an increase in the Contract Price in accordance with Subsection G-5.03. Similarly, if the Owner's Representative believes that the Contractor's unit price for any such item is no longer commensurate with the quantity of work performed by the Contractor under that item because the above variation limit has been exceeded, and if the Owner's Representative believes he is entitled to a credit as a result thereof, the Owner's Representative may make a claim for a decrease in the Contract Price in accordance with Subsection G-5.03.

In determining the amount of any increase or decrease in an item of unit price work, the adjusted unit price shall be applied as follows:

(i) Quantity Overruns: The adjusted unit price shall be applied only to the difference between the total quantity of completed work and the calculated bid quantity at the variation limit.

(ii) Quantity Underruns: The difference between the adjusted unit price and the original bid unit price shall be applied to the total quantity of work completed.

G-6.02. Prices.

The prices herein agreed to for the performance of the work shown and as specified and the furnishing of the materials and supplies shall be inclusive, that is, the said price shall include not only the doing of the work and the furnishing of said materials and supplies but also all labor, tools and other materials whether the same are required directly or indirectly unless otherwise specified.

Where work is to be measured for payment by units of length, area, volume or weight as stated in the Bid, only the net amount of work actually done, as it shall appear in the finished work and as measured only inside of the payment lines described in the Contract Documents, or as is ordered, shall be paid for, local customs to the contrary notwithstanding.

GENERAL PROVISIONS

SECTION 6 – PAYMENTS

Where a lump sum price is bid for an item in the Bid, the lump sum price shall be for the work complete as described in the Item and shall include the cost of all equipment, materials, and labor, specified or implied, incidental to the work complete and ready for service and in accordance with the Contract Documents.

G-6.03. Breakdown of Lump Sum Items.

The Contractor shall within three weeks after award of the Contract prepare and submit to the Owner for approval, a breakdown of all lump sum bid prices contained in his Contract, with the total prices apportioned into component parts of the various types and categories of material and labor involved in each lump sum item. The approved breakdown will be used in the preparation of the current estimate.

G-6.04. Current Estimate and Payment.

The Contractor shall make an estimate each month for the Owners Representatives review of the value of the work done and materials incorporated in the work to the date of the estimate, including the amount complete of any fully executed change orders, provided the said monthly work exceeds One Thousand ($1,000) dollars in value. The Owner will pay the Contractor on the basis of these estimates, less any amount previously paid to the Contractor and less the retained amount as hereafter described. The Owner shall retain five (5) percent of each estimate amount until substantial completion of all work covered by this Contract or designated part thereof.

Payment shall be made to the Contractor in accordance with established Onondaga County Comptroller procedures and upon submission of duly completed and approved County Claim Forms, which shall be prepared by the Owner's Representative and signed by the Contractor. The application for payment shall be submitted by the Contractor for review under a fully and accurately completed “Application and Certificate for Payment” form. Three (3) executed forms are required. The signed Claim form, with Current Estimate attached, will be submitted to the County Comptroller by the Department of Water Environment Protection for processing and issuance of a check. Checks will be mailed by the Comptroller to the address shown on the Claim Form. In order to be considered for payment, each submitted Claim Form shall include the Contractor’s certification of payment to subcontractors, Form GP-001, appended to these General Provisions.

The Contractor may substitute negotiable Municipal Bonds for retainage, in accordance with New York State Municipal Law and Onondaga County Comptroller procedures. In order to be considered for payment, each submitted Claim Form shall include the Contractor’s certification of payment to subcontractors (Form GP-001, included in the appendix to these General Provisions).

G-6.05. Payment For Delivered Equipment and Materials.

The Owner may, at its sole option, include in the Current Estimate the value of selected equipment and non-perishable materials which have been approved and delivered to the site or to an approved off-site location within Onondaga County, New York, for incorporation in the work of this Contract. The value of such equipment and materials shall be determined based on invoices therefore submitted by the Contractor. Such equipment and materials shall be protected by the Contractor from loss or damage, shall be maintained by the Contractor in accordance with manufacturer's instructions and shall at all times be available for inspection by the Owner. The five percent (5%) retainage shall apply to the value of any stored equipment for

GENERAL PROVISIONS

SECTION 6 – PAYMENTS

which payment is made, in addition to the ten percent (10%) retainage for equipment manuals described in the General Specifications, Section S-038.

At least twenty days before the date established for each progress estimate (but not more often than once a month), the Contractor shall submit to the Engineer for review an Application and Certificate for Payment. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the site or at another locations agreed to in writing, the Application and Certificate for Payment shall also be accompanied by a bill of sale, invoice or other documentation warranting that the Owner has received the materials and equipment free and clear of all Liens and evidence that the materials and equipment are covered by appropriate property insurance.

G-6.06. Owner's Right to Withhold Payments.

In addition to the retained amounts described in G-6.04, the Owner may withhold from the Contractor so much of any approved payments due him as may, in the judgment of the Owner, be necessary:

1. To assure the payment of any claims, liens or judgements then due and unpaid of any persons supplying labor or materials for the work;

2. To protect the Owner from loss due to defective or incomplete work not remedied;

3. To protect the Owner from loss due to injury to persons or damage to the work or property of other Contractors, subcontractors, or others caused by the act or neglect of the Contractor or any of his subcontractors; and

4. To compensate the Owner for the value of work which was deleted and for which a credit against the contract amount has not been agreed upon.

The Owner shall have the right as agent for the Contractor to apply any such amounts so withheld in such manner as the Owner may deem proper to satisfy such claims or to secure such protection. Such application of such money shall be deemed payments for the account of the Contractor.

The Owner will not pay, and the Contractor will make no claim for, interest on retained or withheld monies or on amounts in dispute or claimed as extra, in the absence of a fully executed change order therefore.

G-6.07. Beneficial Occupancy and Substantial Completion.

A. For purposes of this Contract, the following definitions shall apply:

1. Beneficial Occupancy: Use or occupancy of the work, or designated parts thereof, by the Owner, even though all of the Contract work, or designated part thereof, may not yet be substantially complete.

GENERAL PROVISIONS

SECTION 6 – PAYMENTS

2. Substantial Completion: Completion by the Contractor of all the work of the Contract, or designated part thereof, except for minor or incidental items, the existence of which will not affect or impede the Owner's full use of the work, as determined by the Owner's Representative.

B. Beneficial Occupancy:

The Owner reserves the right to use or occupy all or parts of the work at the Owner's sole discretion, and before the work or part thereof is substantially complete. However, unless specifically scheduled otherwise in the Special Project Conditions, or by prior agreement, the Owner shall not be required to use or occupy the work or any part thereof until all of it is substantially complete. Beneficial occupancy of the work or part thereof by the Owner shall not relieve the Contractor from completing all the work in accordance with the Contract Documents, or from other contractual obligations, and shall not prejudice the Owner in any way.

Work, or designated parts thereof, will be considered for beneficial occupancy in accordance with the following conditions and procedures, if scheduled or agreed upon:

1. Pipelines, drainage work, earth work, roadways and similar kinds of work not involving equipment or buildings will not be considered for beneficial occupancy until all required testing has been successfully completed and all record drawing and other documentation have been submitted to and accepted by the Owner.

2. Equipment or operating systems will not be considered for use under beneficial occupancy, and will not be considered substantially complete, until all of the conditions and requirements set forth in the General Specifications and the Special Project Conditions have been successfully and completely met.

3. Habitable structures or buildings will generally not be considered for beneficial occupancy until they are substantially complete.

In the event the Owner takes beneficial occupancy of the work or designated part thereof, the Owner's Representative shall prepare and issue to the Contractor a Notice of Beneficial Occupancy, clearly identifying the occupied work, the Contract value of the occupied work, the date of beneficial occupancy, the beginning and end dates of the guarantee period for the occupied work and the continuing responsibilities of the Owner and Contractor for operation, maintenance, utilities, security, insurance, etc. Generally, but not necessarily, the guarantee period for occupied work will commence on the date of beneficial occupancy of that work. Generally, but not necessarily, the retainage amount associated with occupied work will not be reduced until the work is substantially complete, as hereinafter described.

C. Substantial Completion:

When the Contractor has completed the work, or designated parts thereof, to a point that, in the opinion of the Contractor the work is substantially complete, the Contractor shall so notify the Owner's Representative in writing. However, unless specifically scheduled in the Special Project Conditions or

GENERAL PROVISIONS

SECTION 6 – PAYMENTS

agreed to in advance by the Owner, the Owner shall not be obligated to consider any part of the work for substantial completion until all of the work of the contract is substantially complete.

1. As soon as reasonably practical after receiving such notification, the Owner's Representative will inspect the work and thereafter advise the Contractor of any deficiencies or other impediments to determining the work to be substantially complete. Note that any such inspection and listing of impediments to substantial completion shall not be construed to be a "final inspection" or "punch list," unless specifically identified as such by the Owner's Representative.

2. When the Owner's Representative determines that the work is, in fact, substantially complete, a final inspection involving all interested parties will be scheduled and conducted by the Owner's Representative. The Owner's operation and maintenance personnel may participate in this inspection or may perform their inspections separately. Following the inspection(s), the Owner's Representative will provide the Contractor with a compiled list of defective, deficient, incomplete or otherwise unacceptable work. This list is commonly referred to as a "punch list." The Owner's Representative will indicate on the punch list his opinion of the estimated cost of completing or correcting each of the items listed thereon.

3. After preparation of the punch list, the Owner's Representative will prepare and issue a Certificate of Substantial Completion. This document will clearly identify the parts of the work which are substantially complete, the value of the substantially completed work, including any fully executed change orders applicable thereto, the date of substantial completion, the beginning and end date of the guarantee period, and the continuing responsibilities of the parties for operation, maintenance, utilities, security, insurance, etc. The punch list will be attached to the Certificate of Substantial Completion and be made a part thereof. (The value of substantially completed work shall be determined from the bid items, or, if no applicable bid items exist, from the Contractor's approved lump sum breakdown.)

G-6.08. Payment at Substantial Completion (Final Payment).

After the Certificate of Substantial Completion is issued for the work, or designated part thereof, the Owner shall make a final payment to the Contractor for the substantially completed work. The amount of the final payment shall be for 100% of the value of the substantially completed work as stated in the Certificate of Substantial Completion, less all prior payments, less any charges for delay, less any amounts withheld pursuant to Section G-6.06 and less two (2) times the value of the punch list.

As a condition precedent to final payment and/or any reduction of retainage by the Owner, the Contractor shall submit the following items, in a form acceptable to the Owner, as the Owner may require:

- An affidavit by the Contractor stating that all claims, judgments and liens have been satisfied and that all vendors and laborers of the Contractor and all subcontractors have been paid in full (unless otherwise specifically noted.)

- Verified statements concerning wage rates from each and every subcontractor, regardless of tier, as described in Section G-2.03.

GENERAL PROVISIONS

SECTION 6 – PAYMENTS

- A statement by the Contractor of the amounts known by the Contractor to be owed by subcontractors, regardless of tier, to the vendors and laborers of such subcontractors, or a statement that the Contractor has no knowledge of any such amounts owed by subcontractors.

- A statement by the Contractor's Surety that the Performance Bond and Labor and Material Payment Bond shall remain in force for the guarantee period.

- A statement by the Contractor's Surety that the Surety has no objection to the release of retained monies to the Contractor ("Consent of Surety.")

- Renewal Certificates of Insurance showing that the Contractor's insurance shall remain in force during the guarantee period.

- Any and all other documentation required under the Contract and not previously approved by the Owner, such as roof bonds, equipment manuals, equipment certifications, record drawings, electrical interconnection data, etc.

- Releases from property owners and permitting authorities that all restoration and permit requirements have been satisfactorily completed.

All prior payments to the Contractor, including those based on quantities of work in place under unit price bid items and those relating to fully executed change orders shall be subject to correction by the final payment.

Included in the appendix to these General Provisions is a "Project Closeout/Final Payment Checklist". As a condition precedent to final payment and/or any reduction of retainage by the Owner, the Contractor must submit for review a fully and accurately completed Project Closeout/Final Payment Checklist.

G-6.09. Acceptance of Final Payment Constitutes Release.

The acceptance by the Contractor of the Final Payment shall be and shall operate as a release to the Owner of all claims and of all liability to the Contractor for all things done or furnished in connection with this work, and for every act and neglect of the Owner and others relating to or arising out of this work. No payment, however, final or otherwise, shall operate to release the Contractor or his sureties from any obligations under the Contract or the Performance Bond.

G-6.10. Completion of Punch List Work.

After all of the remaining items of work indicated on the punch list(s) are satisfactorily completed or corrected, the Owner will release the amount withheld for these items, upon submission of affidavits showing that all claims, liens, judgements, laborers, vendors and subcontractors have been paid in full or otherwise discharged. Partial releases of monies retained for punch list items will not be made. In the event the Contractor fails or refuses to satisfactorily complete or correct the remaining items of work within sixty calendar (60) days from the date of Final Payment, the Owner reserves the right to have the work completed or corrected by others and to deduct the cost thereof from monies otherwise due the Contractor.

GENERAL PROVISIONS

SECTION 6 – PAYMENTS

G-6.11. Remedial Restoration.

If the Contract contains a bid item for Remedial Restoration, the amount bid for that item will be retained by the Owner in accordance with the payment item description for that item, and in addition to any other retainages or withholdings.

GENERAL PROVISIONS

SECTION 7 – TERMINATION OF CONTRACT

G-7.01. Owner's Right to Stop Work or Terminate Contract for Cause.

If (a) The Contractor shall be adjudged bankrupt or insolvent or make an assignment for the benefit of creditors or make a voluntary petition in bankruptcy, or

(b) A receiver or liquidator shall be appointed for the Contractor or for any of his property and shall not be dismissed within 20 days after such appointment, or the proceedings in connection therewith shall not be stayed on appeal within the said 20 days, or

(c) The Contractor shall refuse or fail to supply enough properly skilled workmen or proper materials, or equipment, or perform consistently acceptable work, or

(d) The Contractor shall refuse or fail to commence work or to prosecute the work or any part thereof with such diligence as will insure its completion within the period herein specified (or any duly authorized extension thereof) or shall fail to complete the work within said period or abandon the work, or

(e) The Contractor shall fail to make prompt payment to persons supplying labor or materials for the work, or

(f) The Contractor shall fail or refuse to regard laws, ordinances or the instructions of the Owner or the Owner's Representative or otherwise be guilty of a substantial violation of any provision of this Contract, then, and in any such event, the Owner, without prejudice to any other rights or remedy it may have, may, by seven (7) days' notice to the Contractor, terminate the employment of the Contractor and his right to proceed, either as to the entire work or (at the option of the Owner) as to any portion thereof, and may take possession of the work and complete the work by contract or otherwise as the Owner may deem expedient, and/or exercise any other right or remedy available to the Owner under the circumstances.

In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the compensation to be paid the Contractor hereunder shall exceed the expense of so completing the work (including compensation for additional managerial, administrative and inspection services and any damages for delay), such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor and his sureties shall be liable to the Owner for such excess.

If the right of the Contractor to proceed with the work is so terminated, the Owner may take possession of and utilize in completing the work such materials, appliances, supplies, plant and equipment as may be on the site of the work and necessary therefor. If the Owner does not so terminate the right of the Contractor to proceed, the contractor shall continue the work.

GENERAL PROVISIONS

SECTION 7 – TERMINATION OF CONTRACT

G-7.02. Termination for Convenience.

The Owner may terminate the contract for its convenience and without cause upon fourteen (14) days notice to the Contractor. Upon receipt of such notice, the Contractor shall immediately cease progressing the work, and shall secure the work and the site as directed by the Owner's Representative. The Owner will compensate the Contractor for the value of the work acceptably performed up to the date of termination and for such other costs as may be mutually agreed upon.

GENERAL PROVISIONS

SECTION 8 – MISCELLANEOUS PROVISIONS

G-8.01. Provisions Required By Law Deemed Inserted.

Each and every provision of law and clause required by law to be inserted in this Contract shall be deemed to be inserted herein and the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise, any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Contract shall forthwith be physically amended to make such insertion.

G-8.02. Unlawful Provisions Deemed Stricken.

If this Contract contains any unlawful provision not an essential part of the Contract and which shall not appear to have been a controlling or material inducement to the making thereof, such provision shall be deemed of no effect, and shall, upon notice by either party, be deemed stricken from the Contract without affecting the binding force of the remainder.

G-8.03. Reuse of Documents.

The Contractor, and any subcontractor or supplier or other person or organization performing or furnishing any of the work under a direct or indirect contract with the Owner:

(i) Shall not have or acquire any title to or ownership rights in any of the Drawings, Specifications or other documents (or copies of any thereof) prepared by or bearing the seal of the Engineer or Engineer's consultant; and

(ii) Shall not reuse any of such Drawings, Specifications, other documents or copies on extensions of the project or any other project without written consent of the Owner and Engineer and specific written verification or adaptation by the Engineer.

APPENDIX A

Certification Of Subcontractor
Payment Status
(Form GP-001)

Application and Certificate for Payment

Project Closeout/Final Payment Checklist

APPENDIX A

Certification Of Subcontractor
Payment Status
(Form GP-001)

Application and Certificate for Payment

Project Closeout/Final Payment Checklist

CERTIFICATION
OF SUBCONTRACTOR PAYMENT STATUS

I, _____ as _____ of _____

in making application for the issuance of a partial payment under Application for Payment

No. ___ on the project known as _____ do state that:

[ ] No Subcontractor or supplier has been used on this project.

[ ] Each subcontractor and supplier used on this project during this payment period shall be paid for work performed or materials supplied to this project from the proceeds of this partial payment in accordance with the contractual arrangements between the Contractor and the subcontractor or supplier.

[ ] The following subcontractors and suppliers will not be paid for work performed or materials supplied to this project from the proceeds of this partial payment because a dispute exists between the Contractor and the subcontractor or supplier.

_____
(subcontractor or supplier)

_____
(subcontractor or supplier)

_____
(subcontractor or supplier)

I certify that the foregoing statements made by me are true. I am aware that willfully submitting a false or fraudulent statement is punishable by law.

_____ _____
[Name and Title] Notary Public

Dated:_____ Dated:_____

FORM GP-001

OCDWEP - APPLICATION AND CERTIFICATE FOR PAYMENT

TO: County of Onondaga
Onondaga County Department of Water Environment Protection
650 Hiawatha Boulevard West
Syracuse, New York 13204-1194

PROJECT:

APPLICATION NO.:
PERIOD TO:
PROJECT NOS.:

Distribution To:
☐ OWNER
☐ CONSTRUCTION MANAGER
☐ DESIGN ENGINEER
☐ CONTRACTOR

FROM: (CONTRACTOR)

CONTRACT DATE:

VIA CONSTRUCTION MANAGER:

CONTRACT FOR:

VIA DESIGN ENGINEER:

CONTRACTOR'S APPLICATION FOR PAYMENT
Application is made for payment, as shown below, in connection with the Contract. Continuation sheet is attached.

1. **ORIGINAL CONTRACT SUM**..... $ _____
2. **Net Change By Change Orders**..... $ _____
3. **CONTRACT SUM TO DATE (line 1+2)**..... $ _____
4. **TOTAL COMPLETED & STORED TO DATE** ..... $ _____
5. **RETAINAGE:**
   a. _____ % of Completed Work $ _____
   b. _____ % of Stored Material $ _____
   Total Retainage (Line 5a + 5b) $ _____
6. **TOTAL EARNED LESS RETAINAGE**..... $ _____
7. **LESS PREVIOUS CERTIFICATES FOR PAYMENT**..... $ _____
8. **CURRENT PAYMENT DUE**..... $ _____
9. **BALANCE TO FINISH, INCLUDING RETAINAGE**
   (Line 3 less Line 6) $ _____

CHANGE ORDER SUMMARY	Additions	Deductions
Total Changes approved in previous months by Owner:	$	$
Total approved this Month:	$	$
TOTALS	$	$

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown herein is now due.

CONTRACTOR:

By:_____ Date: _____

CERTIFICATE FOR PAYMENT
In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Construction Manager and the Design Engineer certify to the Owner that to the best of their knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $_____
(Attach explanation if amount certified differs from the amount applied for. Initial all figures on this Application and on the Continuation Sheet that changed to conform to the amount certified.)

CONSTRUCTION MANAGER:

By:_____ Date: _____

DESIGN ENGINEER

By:_____ Date: _____
This Certificate is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

OWNER ACCEPTANCE
The owner hereby accepts this payment application form from Contractor and the accompanying recommendation and certification from the Construction Manager and the Design Engineer in connection with the Subject Project. The Owner agrees the Contractor is due the Certified amount and authorizes payment of same.

OWNER:

By:_____ Date: _____

ONONDAGA COUNTY DEPARTMENT OF
WATER ENVIRONMENT PROTECTION
650 Hiawatha Boulevard West • Syracuse, New York 13204-1194
315/435-2260 Phone • 315/435-5023 FAX

J. RYAN MCMAHON, II, *County Executive*
SHANNON L. HARTY, P.E., *Commissioner*

PROJECT CLOSEOUT/FINAL PAYMENT CHECKLIST

Project: _____

Contractor _____

Contract No. _____ Original Contract Amount:_____

Change Order(s) Amount:_____

Final Contract Amount:_____

CONSTRUCTION:

_____ Issue Certificate of Beneficial Occupancy after the following has been accepted:

- ❑ Equipment, piping, electrical, and other applicable testing has been completed.
- ❑ Manufacturer's certified start-up reports.
- ❑ Control, alarm and telemetry systems.
- ❑ Painting and labeling.
- ❑ Final cleaning.
- ❑ Record drawings and electrical interconnection data.
- ❑ Equipment operation and maintenance manuals.
- ❑ Owner's training.
- ❑ Spare parts, tools and accessories.
- ❑ Equipment performance periods have been completed.
- ❑ Warranties and guarantees.
- ❑ Underwriters Laboratories® and other approved code inspections reports.
- ❑ Onondaga County Plumbing approved code inspections reports.
- ❑ Onondaga County Building approved code inspections reports.
- ❑ Confirmation that temporary utilities have been terminated and payment satisfied. If applicable, that permanent service has been transferred to OCDWEP.

_____ Issue Certificate of Substantial Completion after the following:

- ❑ Contractor shall request in writing.
- ❑ Issue punch list at two times the value, with certificate to Contractor.

_____Issue Final Payment at 100 % after review or receiving the following:

- ❑ Contractor shall submit final payment application including all Change Orders.
- ❑ General Provisions, G-6.06 – Owner's Right to Withhold Payment (Items 1 – 4).

- ❑ An affidavit by the Contractor stating that all claims, judgments and liens have been satisfied and that all vendors and laborers of the Contractor and all subcontractors have been paid in full (unless otherwise specifically noted).
- ❑ Verified statements concerning wage rates from each and every subcontractor, regardless of tier, as described in Section G-2.03.
    a) Prime Contractor's Labor Certification (NYS Labor Law Section 220).
    b) Sub-Contractor's Labor Certification (NYS Labor Law Section 220).
- ❑ A statement by the Contractor of the amounts known by the Contractor to be owed by subcontractors, regardless of tier, to the vendors and laborers of such subcontractors, or a statement that the Contractor has no knowledge of any such amounts owed by subcontractors.
    a) Contractor's/sub-contractor's Affidavit of payment of Debts and Claims (AIA Document G706).
    b) Contractor's/sub-contractor's Affidavit of Release of Liens (AIA Document G706A).
- ❑ A statement by the Contractor's Surety that the Performance Bond and Labor and Material Payment Bond shall remain in force for the guarantee period.
- ❑ A statement by the Contractor's Surety that the Surety has no objection to the release of retained monies to the Contractor - "Consent of Surety" (AIA Document G707).
- ❑ Renewal Certificates of Insurance showing that the Contractor's insurance shall remain in force during the guarantee period.
- ❑ Any and all other documentation required under the Contract and not previously approved by the Owner, such as roof bonds, equipment manuals, equipment certifications, record drawings, electrical interconnection data, etc.
- ❑ Releases from property owners and permitting authorities that all restoration and permit requirements have been satisfactorily completed.

_____Confirmation that all MBE/WBE & Labor Law requirements have been filled

- ❑ Confirmation in writing from Onondaga County Human Rights Commission.
- ❑ Received all M/WBE Monthly Utilization Reports (Form G).
- ❑ Received all Monthly Employment Utilization Reports (Form I).
- ❑ Received all certified payrolls.
- ❑ Received all copies of cancelled checks issued to subcontractors and suppliers.

_____County Claim Vouchers – contract for final payment, straight claim for release of retainage.

- ❑ Punch list completed.
- ❑ Submit affidavits showing all claims, liens, judgements, labors, vendors and subcontractors have been paid in full or otherwise discharged.
- ❑ Release retainage: partial release of monies for punch list items will not be made.

Potential Outstanding Balances and Claims

Contractor	Contract Value	Change Orders	Paid to Date	Balance (incl. Retainage)	Retainage

Attach justifications as applicable.

ADMINISTRATION:

_____ BOND ACT

- ❑ Approved project commencement and completion dates
- ❑ Municipal Agency and contact information
- ❑ Report preparer's name and contact information
- ❑ Summary of Activity
  a) Narrative description of work accomplished
  b) Identify any changes to Work Plan
- ❑ Major problems encountered and how they were resolved
- ❑ Expenditure summary report
- ❑ Signed State Aid Voucher
- ❑ Signed Self-Certification Form
- ❑ Final inspection by NYSDEC

_____ EPA

- ❑ Final Financial Status Report (SF-269A)
- ❑ Final Request for Reimbursement (SF-270)
- ❑ Final MBE/WBE Utilization report (5700-52A)

_____ EFC

- ❑ Certification by the engineer that construction is in accordance with the approved plans and specifications or approved amendments thereto.
- ❑ Certificate of an authorized officer stating that the Financed Project has been completed in accordance with the Project Financing and Loan Agreement.

GENERAL SPECIFICATIONS

S-001. Intent of Contract Documents

The intent of the Contract Documents is to provide for the work herein outlined to be complete in every detail for the purpose designated and the Contractor hereby agrees to furnish everything necessary for such construction, notwithstanding any omission in the Contract Documents.

The Contract Documents comprise the entire agreement between the Owner and the Contractor concerning the work. The Contract Documents are complementary; what is called for by one is binding as if called for by all. The Contract Documents will be construed and governed in accordance with the laws of the State of New York.

All parts of the Contract Documents, including all drawings and all specification sections, apply to all Contractors on the project, as applicable to the work of the respective Contract. For example, the electrical specifications sections shall apply to equipment furnished by the General, Heating and Ventilating and Plumbing Contractors; piping, excavation and concrete specifications shall apply to Electrical, Heating and Ventilating and Plumbing Contractors, etc.

The mention of any specific duty or liability of the Contractor in any part of the Contract Documents shall not be construed as a limitation or restriction upon any general liability or duty imposed upon the Contractor by the Contract Documents, said reference to any specific duty or liability being merely for purposes of explanation.

The locations, character, and many details of the work are shown on the Contract Drawings. The work shall be constructed in accordance with these Drawings, and such other drawings as may be furnished from time to time by the Engineer. Should a dimension or detail be omitted, the Contractor shall request an interpretation from the Owner's Representative in writing.

Any error or discrepancy in the Contract Drawings or Specifications discovered by the Contractor shall be brought to the attention of the Owner's Representative by the Contractor before proceeding with the work affected by such error or discrepancy so that the error or discrepancy can be rectified.

Except as otherwise specifically stated in the Contract Documents or as may be provided by amendment or supplement thereto, the provisions of the Contract Documents shall take precedence in resolving any conflict, error, ambiguity or discrepancy between the provisions of the Contract Documents and:

(i) the provisions of standards, specifications, manuals, codes or instructions (whether or not specifically incorporated by reference in the Contract Documents); or

(ii) the provisions of laws or regulations applicable to the performance of the work, unless such an interpretation of the provisions of the Contract Documents would result in violation of such law or regulation.

No provision of any such standard, specification, manual, code or instruction shall be effective to change the duties and responsibilities of the Owner, Owner’s Representative, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees from those set forth in the Contract Documents, nor shall it be effective to assign to the Owner, Owner’s Representative, Engineer, or any of their consultants, agents, or employees any duty or authority to supervise or direct the furnishing or

GENERAL SPECIFICATIONS

performance of the work or any duty or authority to undertake responsibility inconsistent with any of the provisions of the Contract Documents.

S-002. Precedence of Contract Documents

Conflicts or discrepancies among the Contract Documents, as defined in Article 4 of the Agreement and further described in Paragraph S-001 of the General Specifications, shall be resolved in the following order of priority:

i) The Agreement;

ii) Amendments, revisions or change orders of later date take precedence over those of earlier dates;

iii) The Special Project Conditions;

iv) The General Provisions;

v) The General Specifications;

vi) Drawings and Technical Specifications – Drawings govern Specifications for quantity and location, Specifications govern Drawings for quality and performance. In the event of ambiguity in quantity and quality, the greater quantity and better quality shall govern.

vii) Figured dimensions govern scale dimensions, and large scale Drawings govern small scale Drawings;

viii) The Bid;

ix) The Information for Bidders;

x) The Definition of Terms; and

xi) The Advertisement.

If a conflict or discrepancy cannot be resolved through the above order of priority, the conflict or discrepancy shall be directed to the Owner and Construction Project Manager for final resolution.

S-003. Published Standards and Specifications

References in the Contract Documents to published regulations, specifications, codes or standards of private and governmental technical societies and agencies shall mean the latest edition of the referenced publication. Where referred to in these Contract Documents, published regulations, specifications, codes or standards shall be followed or complied with as if they were incorporated herein in their entirety, as applicable to the work of this Contract and to the extent that they do not conflict with specific requirements contained in these Contract Documents.

GENERAL SPECIFICATIONS

S-004. Care and Protection of Work

From the commencement until the completion of the work, the Contractor shall be solely responsible for the care of the work covered by the Contract and for the materials, supplies and equipment delivered at the site intended to be used in the work; and all injury or damage to the same from whatever cause, shall be made good at the Contractor's expense before the final payment is made. The Contractor shall provide suitable means of protection for and shall protect all materials intended to be used in the work, all work in progress, and all completed work. The Contractor shall take all necessary precautions to prevent injury or damage to the work by flood, fire, freezing or from inclemencies of the weather.

S-005. Collateral Work

The Owner may execute the project by awarding other contracts, the work under which will proceed simultaneously with the execution of this Contract. Such collateral work will be identified in the Special Project Conditions. The Contractor shall coordinate its operations with those of other Contractors. Cooperation will be required in the arrangement for the storage of materials and in the detailed execution of the work. The Contractor, including their subcontractors, shall keep informed of the progress and the detail work of other Contractors and shall notify the Owner immediately of lack of progress or defective workmanship on the part of other Contractors, where such delay or such defective workmanship will interfere with their own operations. Failure of a Contractor to keep informed of the work progressing on the site, and failure to give notice of lack of progress or defective workmanship by others shall be construed as acceptance by the Contractor of the status of the work as being satisfactory for proper coordination with Contractor’s own work.

The Contractor shall afford each other contractor who is a party to such other contracts proper and safe access to the site, a reasonable opportunity for the introduction and storage of materials and equipment, and the proper execution of such other work. The Contractor shall properly connect and coordinate the work with the other contractors. Unless otherwise provided in the Contract Documents, the Contractor shall do all cutting, fitting and patching of the work that may be required to make its several parts come together properly and integrate with such other work. The Contractor shall not endanger any work of others by cutting, excavating or otherwise altering their work and will only cut or alter their work with the written consent of the Owner’s Representative and the others whose work will be affected. The duties and responsibilities of the Contractor under this paragraph are for the benefit of such other contractors to the extent that there are comparable provisions for the benefit of the Contractor in said direct contracts between the Owner and such other contractors.

S-006. Access to Work

The Owner, its Engineers, Inspectors, Agents and other employees, shall for any purpose, and any other parties who may enter into contracts with the Owner for doing work within the territory covered by this Contract shall, for all purposes which may be required by their contracts, have access to the work and the premises used by the Contractor, and the Contractor shall provide safe and proper facilities therefor.

S-007. Covering of Underground Work - Authorization of Owner

No backfilling or covering of underground work shall be done without authorization by the Owner's Representative. Any work covered without such authorization shall be uncovered, to such extent

as directed, or removed and replaced by the Contractor at their expense. If work is ordered stopped, no more work shall be done until such order is withdrawn.

S-008. Work in Inclement Weather

Work which is subject to damage by inclement weather or extremes of temperature shall not be performed during such weather or if such weather is imminent unless approved protective measures are in place. The Contractor shall provide all means and methods necessary to protect vulnerable work from damage due to weather and shall replace any work damaged by weather, at no additional cost to the Owner.

S-009. Working Hours

Unless arranged for in advance and approved by the New York State Department of Labor and the Owner, working hours shall be eight (8) hours per day, five (5) days per week, during daylight hours on weekdays only, except in the event of emergency. The Contractor shall be responsible for complying with all applicable Federal and State Labor Standards and Requirements.

S-010. Disruption of Owner's Operations

The Contractor shall notify the Owner a minimum of 48 hours in advance of any work which may affect or disrupt the operation of the existing facilities.

S-011. Equipment/Process Isolation

Any work by the Contractor which requires the mechanical or electrical isolation of an existing piece of equipment, process or system shall be coordinated with the Owner's Representative. Any and all isolation of electrical or mechanical equipment or process shall be accomplished in strict accordance with applicable codes and standards and the Owner's lock-out/tag-out procedures.

S-012. Lines, Grades and Elevations and Restoration of Survey Markings

The Owner shall provide at least one (1) bench mark in the vicinity of the work for vertical control and shall provide manhole centerlines, corners or base line hubs, as applicable, for horizontal control. The Contractor shall provide reasonable notice and opportunity to establish control points to be provided by the Owner and shall coordinate Contractor’s operations accordingly.

From the control points provided by the Owner, the Contractor shall be responsible for providing construction surveys as necessary and to construct the work in accordance with the lines, grades and elevations shown on the Contract Drawings.

The accuracy of the Contractor's survey work and calculations is the sole responsibility of the Contractor. The Owner's Representative reserves the right to inspect or check any of the Contractor's survey work and calculations, and the Contractor shall not claim added compensation for any delay occasioned by such checking, nor for any corrective work which may be required as the result of the Contractor's errors. However, the Owner's Representative shall not be obligated to check the Contractor's survey work and the Owner's failure to check the Contractor's survey work shall not relieve the Contractor of their responsibility to construct the work in accordance with the Contract Drawings.

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It shall be the responsibility of the Contractor to locate and flag all existing property corner markers and survey monuments.

Markers shall be flagged and the adjacent property owners shown their locations. Only iron or steel markers or other material with magnetic properties may be used to re-establish property corners.

All survey monuments that are to be preserved and protected in place, shall be fenced and flagged against disturbance or destruction.

Contractor shall set and maintain all necessary intermediate points, lines, grades and elevations, and provide slope stakes, offset stakes batter boards, stakes for pipe locations, and other such items at Contractor's own expense. Where the Contractor uses the laser for control, the Contractor shall periodically check the grade and alignment during each day's operation, and upon request of the Owner shall provide a true and correct copy, or log, of any survey or grade records provided, or maintained, during the course of the work.

Property corner markers, survey monuments, frames, covers, etc., disturbed or moved by the Contractor's operation shall be located, restored, set and replaced by a licensed land surveyor hired by the Contractor at Contractor's own expense. Restoration of the property corner markers or survey monuments shall be certified by said surveyor on a professionally prepared map which shows the work accomplished. One copy of the map shall be given to the property owner and one copy given to the Owner via the Engineer. Where the right-of-way has been changed, the property corner markers shall be placed at the new right-of-way line. All of the above described work shall be paid for by the Contractor and provided to the Owner, at no additional cost to the Owner.

S-013. Shop Drawings

Information, including samples, describing in detail all materials and equipment to be furnished under the Contract, shall be submitted for review. This information, regardless of form, shall be called "shop drawings."

Shop Drawings shall be submitted sufficiently in advance of the work to permit proper review, including time for necessary revisions and resubmittals. Delay to the work caused by late submission of shop drawings shall be the responsibility of the Contractor making such late submission.

The Owner shall not be obligated to accept or pay for materials or equipment furnished in the absence of reviewed shop drawings.

Before submitting each shop drawing, the Contractor shall have determined and verified:

(i) all field measurements, quantities, and specific performance criteria;

(ii) all materials with respect to intended use, fabrication, shipping, handling, and storage requirements pertaining to the performance of the work; and

(iii) all information relative to the Contractor's sole responsibilities in respect of means, methods, techniques, sequences and procedures of construction and safety precautions and programs incident thereto.

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At the time of each submission, the Contractor shall give the Owner specific written notice of any variations that the submitted shop drawing may have from the requirements of the Contract Documents. Such notice shall be in a written communication separate from the submittal. The Contractor shall also identify on each shop drawing the specific variation.

Shop drawings shall be separately submitted by specific specification section and/or drawing. Shop drawings shall be stamped, checked and signed by the Contractor for compliance with the Contract Documents. The Contractor's stamp shall also note the date, name of the Project, contract number, submittal number, and the reference specification section and/or drawing number. Eight (8) copies of shop drawings shall be submitted, with (2) reviewed copies returned to the Contractor.

Shop drawings shall present complete and accurate information relative to all working dimensions, equipment weights, assembly and sectional views; all the necessary details pertaining to coordinating the work of the Contract; lists of materials and finishes; parts lists and the description thereof; lists of spare parts and tools where such parts or tools are required; no-scale control diagrams for control wiring and control piping; and any other items of information that are required to demonstrate detail compliance with the Contract Documents and to coordinate the work with other Contractors.

If called for in the applicable Technical Specifications or if specifically requested by the Engineer, shop drawing submittals for operating or process equipment (e.g., pumps, blowers, compressors, etc.) shall be accompanied by a certification from the equipment manufacturer that the offered equipment meets or exceeds specified requirements at the specified operating conditions. Certified performance curves or test data shall also be submitted, as applicable. For equipment, such as pumps, which is controlled or driven by equipment furnished by other manufacturers, such as variable frequency drives, the driven equipment (pump) manufacturer shall certify that the drive equipment technical information has been reviewed and the drive equipment is suitable for and compatible with the driven equipment, and vice versa.

Shop drawings are reviewed only for the purpose of determining whether or not items proposed to be furnished by the Contractor are in substantial conformity with the requirements of the Contract Documents. Notwithstanding the review of shop drawings, the Contractor is responsible for the accuracy and completeness of such drawings, for the satisfactory operation and performance of the furnished material or equipment and for its complete and proper installation.

The Contractor shall be aware that the Owner incurs a cost for review of shop drawings, including those for equivalent, substitute or alternate products. The Owner will provide only two (2) reviews of shop drawings for any one item of equipment or material. If more than two (2) reviews are required by the Engineer to determine acceptability of any one item of equipment or material, the Owner reserves the right to recover the cost of such additional reviews from the Contractor as a deduct from the Contract Amount.

After shop drawings are accepted by the Engineer, the items described in the accepted shop drawings shall be furnished exactly as described. In the event a manufacturer changes the design of an item subsequent to the acceptance of the shop drawing describing that item, and the change results in additional cost being incurred by the Owner or other Contractors on the project, the Contractor providing the item shall bear such cost.

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Detailed procedures for submission of shop drawings shall be established at the Preconstruction Meeting.

S-014. Layout and Coordination Drawings

The Contract Drawings do not necessarily contain all the details necessary to perform the work. Where applicable or required, these details shall be provided by the Contractor in the form of layout or coordination drawings. In addition to shop drawings, the Contractor, and any applicable subcontractors, shall prepare and submit to the Engineer for review, coordination and layout drawings in sufficient detail to fully describe the work to be performed. Such drawings would include, but not be limited to, pipe laying schedules, pipe fabrication, support and restraint details, pipe, duct and conduit routings, equipment layout and mounting details, concrete placing schedules, reinforcing steel details, structural steel fabrication and erection details, etc.

On multiple prime contract projects, the coordination and layout drawings shall be prepared by the respective Contractors on common base drawings of the same scale so that interferences and conflicts can be readily identified. The Engineer shall review these drawings and attempt to resolve conflicts by consulting with the involved Contractors. If any Contractor installs work prior to submitting an acceptable layout or coordination drawing, and that work is found to be in conflict with another Contractor's work, the Contractor who installed the conflicting work shall bear all costs of resolving the conflict.

S-015. Record Drawings

As a part of the work of this Contract, record drawings shall be prepared and maintained by the Contractor and shall show the precise, as-built locations of all buried, imbedded or concealed piping or conduit, including piping or conduit fixtures, fittings and accessories, and other buried features installed by the Contractor. Piping, conduit, or other architectural, structural and mechanical features shall also be shown on the record drawings. The Contractor shall affix their identification stamp on the record drawings along with the label “Record Drawings.” This labeling shall be done for each page of drawings, just above the Engineer’s Title Block. Upon Substantial Completion of the Contract, and as a condition of reduction of retainage, the Contractor shall deliver one (1) complete, accurate and legible set of record drawings to the Owner's Representative.

During construction, the Contractor shall keep one set of the Contract Drawings at the project site on which Contractor shall regularly update and show all changes in, or directly associated with, the work under this contract. Such changes shall be neatly and clearly marked on the drawings using colored ink or pencil, and the entire set of drawings shall be kept current on a day-to-day basis in concert with the progress of the work. Where applicable, the change marked on a drawing is to carry the notation "per Change Order No.____", or similar reference which cites the reason for the change. The day to day construction record drawings shall be made available to the Engineer and/or Owner for review upon request.

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The following items are examples of some of the types of changes which could occur and are to be recorded by the Contractor.

1. Change in location of project components.
2. Change in elevation of project components.
3. Change in slope of piping system, or of pitched surfaces.
4. Change in materials, such as pipe materials.
5. Change in topographical contours of finished earth surfaces.
6. Change in elevation of finished grades, streets, etc.
7. Additions to project.
8. Elimination of a project component.
9. Relocation of existing underground utilities made necessary because of interference with project components.
10. Unforeseen modifications made to existing structures made necessary by requirements of the work.
11. Relocation of equipment.
12. Changes in mechanical trades components (electrical, heating and ventilating, plumbing).

In addition, the record drawings shall show the precise as-built locations of all buried, imbedded or concealed piping or conduit, including piping or conduit fixtures, fittings and accessories and other buried features installed by the Contractor.

In addition to the above requirements, the Contractor shall have a record measurement survey performed by a New York State licensed Land Surveyor. This survey shall include rim elevations of all new manholes and structures, invert elevation of pipes at manholes and structures, and length of all new pipe as measured between centers of manholes or structures, as well as angles between centerlines of pipes and tie distances, from all utility frames and covers installed by the Contractor to a minimum of three fixed objects, with sketches and notes, as appropriate. All measurements shall be made to the nearest 0.01 foot. This information shall be marked and shown on a separate record set of Drawings with each marked up drawing stamped, signed and dated by a New York State licensed Land Surveyor, then submit all of the drawings to the Engineer.

The Owner retains the right to withhold a portion of progress payments to the Contractor if day to day record drawings are not kept current in accordance with this section.

Upon substantial completion of the Contract, and as a condition of reduction of retainage, the Contractor (each Contract) shall deliver one (1) complete, accurate and legible set of record drawings and

record measurement survey drawings to the Engineer for transmittal by the Engineer to the Owner. The Certificate of Substantial Completion will not be issued until both sets of record drawings (day to day construction, and survey record sets) have been received by the Engineer.

S-016. Material, Equipment and Workmanship

All equipment and materials furnished under the Contract of like type, furnished under one Contract shall be the product of one manufacturer, unless otherwise specified.

All materials and equipment furnished or incorporated in the work shall be new, unused, of the best quality, especially adapted for the service required and whenever the characteristics of any materials are not particularly specified, such materials shall be used as is customary in first class work of a nature for which the material is employed.

All work shall be completed in a first class manner by qualified and skilled tradesmen.

All materials, equipment and workmanship shall be subject to inspection and testing by the Owner's Representative, including work already completed but not yet finally accepted. No work shall be covered or otherwise concealed without the Owner's Representative being afforded an opportunity to inspect same.

Equipment shall be furnished complete with all appurtenances, accessories, tools and spare parts, as specified, and shall be installed in accordance with manufacturer's instructions. All items, supplies and materials necessary for initial startup and operation of the equipment, including lubricants, shall be furnished by the Contractor.

The Contractor shall furnish the services of qualified manufacturer's representatives to adjust and start-up the equipment and to instruct Owner's personnel on its operation and maintenance.

All equipment shall be furnished by manufacturers who shall have at least three years experience in the design, production, assembly and field service of the equipment of like type, size and capacity.

Once installed, all equipment must be documented via the attached forms; outlining Nameplate Data, Controls, Operation Description, Manufacturer & Sales Rep Info, troubleshooting and preventative maintenance. See Appendix A

S-017. Equivalent Product and Substitutions

Whenever definite reference is made in the Contract Documents to any particular brand name for an item of equipment or material, it is to be understood that any equivalent product complying with the requirements of the Contract Documents, as determined by the Engineer, will be acceptable, unless otherwise specified.

Consideration of equal, substitute or alternate equipment, systems or materials from those specified will be made only after the Contract is awarded. The Engineer will be the judge of equivalence, based on shop drawings or other information as the Engineer may require, and as provided by the Contractor.

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Any revisions to the Contract Drawings or to the design of the project necessary to accommodate an equivalent, substitute or alternate product offered by the Contractor and accepted by the Engineer shall be made by the Engineer. The cost of such revisions shall be borne by the Contractor as a deduct from the Contract Amount.

On projects involving more than one prime Contractor, any changes to the work of other prime Contractors required to accommodate or coordinate with an equivalent product shall be borne by the Contractor providing the equivalent product.

In addition to the requirements described above, requests for substitutions shall be made in accordance with the procedures set forth in Appendix A to the General Specifications.

S-018. Delivery and Storage of Materials and Equipment

Materials and equipment, including Contractor's equipment and tools, shall be delivered and stored on site in such a manner as to not block access to public or private property, disrupt Owner's access for operation or maintenance of the facility or interfere with safety access or equipment.

Equipment and materials stored on site shall be protected by the Contractor from loss or damage, shall be maintained by the Contractor in accordance with manufacturer's instructions and shall at all times be available for inspection by the Owner's Representative.

Unless stated otherwise in the Special Project Conditions, the Owner has no indoor space available for storage of material or equipment.

The Contractor shall provide facilities for safe and secure storage of all equipment and materials, and for protection from the elements and extremes of heat or cold, in accordance with manufacturers' recommendations. The Contractor shall be responsible for maintenance of stored or inactive equipment in accordance with manufacturer's recommendations.

The location of the Contractor's on-site storage facilities shall be coordinated with the Owner. The Contractor shall be responsible for unloading and moving materials and equipment and shall not assume that the Owner has equipment available for that purpose.

Prior to delivery to the site of any material listed as toxic or hazardous, the Contractor shall submit to the Owner one (1) copy of the Material Safety Data Sheet (MSDS) for the material. In addition, one (1) copy of the MSDS for each item of material shall be prominently posted on the outside of the storage area in a manner which protects the sheets from the weather.

The Contractor shall maintain the storage area, and any other area where materials are being used, in a safe, orderly, neat and clean condition. Materials shall be kept in their original containers until ready for immediate use and shall be segregated. Containers shall be kept covered and only approved containers shall be used for storage, transport, mixing or cleaning. Empty containers shall be disposed of off-site on a regular basis. Cleaning materials and dirty rags shall not be permitted to accumulate on site or in the storage area.

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S-019. Material Testing

The Owner shall provide and pay for field and laboratory testing of installed or placed materials, such as concrete, soils and granular materials, pavement, etc. to determine compliance with the specifications for the in-place characteristics of such materials. The Owner's testing service shall be certified for the type of testing to be performed and all testing shall be in accordance with current standards. The Contractor may provide its own testing at Contractor's expense, but the Owner's testing service shall be the sole basis for determining acceptability of materials or compliance with the specifications.

The Contractor shall provide reasonable (24-hour minimum) notice to the Owner's Representative of the Contractor's intent to place concrete or perform other work requiring field testing so that the testing can be arranged. The Contractor shall coordinate their operations with the needs of the testing personnel and shall provide access to the work or material as required by the testing personnel.

If the Contractor fails to provide adequate notice to the Owner's Representative of the Contractor's intent to place material requiring field testing, and as a result thereof the Owner's Representative is unable to arrange for the testing to accommodate the Contractor's schedule, the Owner's Representative may require that the proposed work be deferred or rescheduled until the required testing services are available. The Contractor shall make no claim for damages or delay as a result of any such deferral or rescheduling, or otherwise in connection with or arising from testing by the Owner or the Owner's testing services.

In the event that initial testing indicates the placed material does not comply with the specifications, the Owner may arrange for retesting or additional testing by the Owner's testing service. If the retesting or additional testing confirms that the material does not meet the specifications, the cost of the retesting, additional testing, or subsequent testing of replacement material shall be charged to the Contractor.

The testing paid for by the Owner shall not include testing or analysis of materials for pre-installation approval, such as concrete mix designs or granular materials gradations soil analysis or proctors. These types of testing or analytical services shall be provided by the Contractor.

Any specialized testing of manufactured materials or equipment, such as pipe certifications, steel certifications, pump certifications, etc. shall be provided by the Contractor or the manufacturer of the material or equipment.

S-020. Old Materials

All materials removed from old construction and all materials or articles of value found in the excavation or on the site of the work shall be brought to the attention of the Owner's Representative, and if Owner's Representative shall so order, shall be the property of the Owner, and shall be carefully preserved for future use. If not claimed by the Owner, such material or articles shall be removed and disposed of by the Contractor at Contractor's own expense.

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S-021. Disposal of Spoil

Unless otherwise noted, any and all spoil or excess material resulting from Contractor's excavations shall be disposed of off site at the Contractor's expense. All costs associated with spoil disposal shall be included in applicable payment items, and no separate or additional payment will be made therefor. Spoil shall be disposed of in accordance with applicable federal or state regulations at sites approved for such disposal by applicable federal or state agencies. The Contractor shall be responsible for locating and providing access to such approved disposal sites and for obtaining required approvals from applicable agencies.

S-022. Cleaning

On completion of the Contract, all pipelines, buildings and other structures shall be left clean and free from obstructions. All rubbish, refuse, unused materials, Contractor's equipment and tools shall be removed and the site shall be left in a neat and orderly condition for use. All equipment shall be cleaned and left in a clean, and new appearing condition.

Floors shall be left broom clean and finished surfaces shall be free of marks, soil, scratches, dents, etc. Damage to finished surfaces shall be repaired to the Owner's satisfaction prior to final acceptance.

S-023. Ground Available to Contractor

The Contractor shall confine its operations to such portions of the property of the Owner, and to the rights-of-way or easements acquired for the work as shown. Private property adjacent to the work shall not be entered upon or used by the Contractor for any purpose whatsoever without the written consent of the owner thereof. The Contractor shall provide at Contractor’s own expense for all additional lands required for temporary construction facilities, storage of materials and equipment or access to the work not otherwise provided by the Owner.

All work in connection with the Contract within or bordering on private or public property shall be conducted in such manner as will cause the minimum inconvenience and disturbance to it. No excavated materials or supplies of any kind shall be stored on private or public premises without the Owner's consent, and all walks and driveways shall be kept open to uninterrupted passage.

S-024. Protection, Security and Maintenance of Site

The Contractor shall be responsible for protecting and securing the site of the work from trespass, entry, malicious mischief and vandalism and shall erect and maintain fences, lights, barricades, signs or other devices as necessary to warn the public of hazards and secure the site from accidental or unauthorized entry. On a multi prime contract project, the General Contractor shall be responsible for providing the means and methods for maintaining site protection and security.

The Contractor shall maintain the site in a safe, neat and orderly condition and shall promptly remove on a regular basis and at Contractor’s expense all dirt, rubbish and debris resulting from Contractor’s operation. Prior to removal, rubbish shall be placed and stored in approved containers, such as "dumpsters," provided by the Contractor. The Owner's facilities shall not be used. On-site burning or burying of rubbish will not be permitted. On a multi prime contract project, each prime contractor shall be responsible for maintaining their respective work areas, cleanup and removals.

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The Contractor shall not load nor permit any part of any structure associated with the work to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of the work or adjacent property to stresses or pressures that will endanger it.

The Contractor is responsible for ensuring the safety of the site for the Contractor's personnel, owner's representatives, other officials and the general public. Barricades, fencing, cones, barrels and equipment shall be maintained in a safe manner. Hazard warning lights shall be placed and continuously maintained to alert drivers and pedestrians to the construction site after dark. The Contractor shall provide trained personnel to control traffic any time vehicles or equipment are moved on or off the site.

The Contractor shall also continuously maintain the site to prevent and/or remove any and all litter, mud, dirt, and loose materials from the site and adjacent areas. Streets shall be maintained in a clean, non-muddy, non-dusty condition by sweeping and/or water cleaning on a daily basis.

S-025. Protection and Restoration of Existing Structures, Facilities and Features

The Contractor shall, at Contractor's own cost and expense, sustain in their places and permanently protect from direct or indirect injury any and all utilities, structures and property in the vicinity of Contractor's work, whether over or underground, or which appear within the trench or excavations, and the Contractor shall assume all costs and expenses for direct or indirect damage which may be occasioned by injury to any of them.

The Contractor shall contact Dig Safely New York at 1-800-962-7962 and notify the proper utility companies at least seventy-two (72) hours before construction is started adjacent to utilities.

If the work of this Contract involves excavation on sites of existing treatment plants or pump stations owned by the Owner, prior to performing such excavation, the Contractor shall notify the Owner's Representative so that the Owner's internal underground facilities protection procedures may be implemented. Under this procedure, the Owner's personnel will mark or identify on-site underground facilities, such as pipes, wires or conduits, which may be in or near the area of the Contractor's proposed excavation. In the event the Contractor fails to provide such prior notification, or fails to provide reasonable and sufficient time for the Owner's personnel to research and identify possible conflicts, or fails to observe and protect identified underground facilities, and such facilities are damaged or destroyed by the Contractor's operations, the Contractor shall be responsible for any and all direct, indirect or consequential costs incurred by the Owner as a result of such failure. Furthermore, in such event, the Owner's Representative may order the Contractor to make immediate permanent or temporary repairs of damaged facilities, at the Contractor's sole expense, as directed by the Owner and to the Owner's satisfaction, or the Owner may elect to have the repairs performed by others, with the cost thereof to be borne by the Contractor and deducted from monies otherwise due the Contractor.

All trees, shrubs and the like at the construction site shall be preserved and protected by the Contractor, except those that are specifically indicated to be removed at no additional cost to the Owner.

The Contractor shall protect adjacent and other property from damage and shall repair and restore to the satisfaction of the Owner any and all existing facilities, structures, equipment, surfaces, finishes or other features which may become damaged or disturbed as a result of the work of this Contract or the activity of Contractor's personnel. The Contractor shall not load nor permit any part of any existing

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structure to be loaded in any manner that will endanger the structure, nor shall the Contractor subject any part of adjacent properties to stresses or pressures that will endanger them.

The Contractor shall replace all pavement, driveways, fences, shrubs, lawns, trees, and any other public or private property damaged as a result of the work performed under this Contract. All such replacement shall be done in accordance with the applicable specifications and no separate or extra payment will be made unless specifically provided for in the Payment Items. In all cases, said replacement shall be at least equal to the original conditions.

The Contractor shall contact, in writing, the Gas Main Owner 72 hours prior to exposing these facilities. The Contractor shall not expose any listed or located gas main unless a representative of the Gas Main Owner is contacted and has the opportunity to be present during the Work.

1. No work shall take place in the proximity of gas mains until the facilities are located and marked. These locations and markings shall be protected and maintained by the Contractor throughout the construction duration.

2. When working in the general vicinity of gas mains, extreme care shall be taken. All excavation within 3 feet of the mains shall be done by hand in order to protect the pipe and its corrosion control wrapping.

3. All rules and regulations for the safety and protection of personnel and gas mains shall be adhered to while work is being performed in the vicinity of gas mains, included but not limited to the NYS Department of Labor Industrial Code No. 53.

4. Gas Main Owner may provide their own special protection for exposed gas mains. The Contractor shall cooperate with and provide safe access for Gas Main Owner's personnel in installation of such protection.

Address of the Gas Main Owner is as follows:

Consumer Adviser
Electric/Gas Sales & Services
Niagara Mohawk Power Corporation/
300 Erie Boulevard West
Syracuse, NY 13202

The Contractor shall notify the Engineer of Contractor’s 1) contacts of Gas Main Owner prior to exposing mains; and 2) schedule for Gas Main Owner's personnel to be on site; not less than 48 hours prior to exposing gas mains.

Contractor shall be responsible for protecting any existing traffic loops and any conduit and cable associated with the traffic signal system during construction. If the Contractor damages anything, Contractor shall be responsible for repairing or replacing in kind at no expense to the County.

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S-026. Existing Features Found Different

When any existing surface or subsurface feature is found to be materially different than represented by the Contract Documents or than could have been observed prior to bidding, the Contractor shall immediately notify the Owner prior to disturbing the feature. Any change in the Contract Documents necessitated by the conditions found different shall be accomplished in accordance with the Changes Section of the General Provisions.

Any claims arising out of the conditions found different shall be administered in accordance with Subsection G-5.02 of the General Provisions.

a. Asbestos, PCB's, Petroleum, Hazardous Waste, Mercury, or Radioactive Material

The Owner shall be responsible for any pre-existing asbestos, PCB's, petroleum, hazardous waste, mercury, or radioactive material uncovered or revealed at the site which was not shown or indicated in the drawings or specifications or identified in the Contract Documents to be within the scope of the work and which may present a substantial danger to persons or property exposed thereto in connection with the work at the site. The Owner shall not be responsible for any such materials brought to or generated at the site by the Contractor, subcontractor, suppliers or anyone else for whom the Contractor is responsible.

If a hazardous condition is encountered, the Contractor shall immediately: (a) stop all work in connection with such hazardous condition and in any area affected thereby, and (b) notify the Owner (and thereafter confirm such notice in writing). The Owner will either have the hazardous condition remediated by a third party under the Owner's direction, or direct the Contractor to remediate the hazardous condition under a change order in accordance with Section 5 of the General Provisions.

If the Owner elects to contract with a third party under the Owner's direction:

(i) The Contractor shall not be required to resume work in connection with such hazardous condition or in any such affected area until after the Owner has obtained any required permits related thereto and delivered to the Contractor special written notice: (a) specifying that such condition and any affected area is or has been rendered suitable for the resumption of Work, or (b) specifying any special conditions under which such work may be resumed by the Contractor. If the Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of such work stoppage or such special conditions under which the work is agreed by the Contractor to be resumed, either party may make a claim therefor as provided in Section 5 of the General Provisions.

(ii) If after receipt of such special written notice the Contractor does not agree to resume such work based on a reasonable belief it is unsafe, or does not agree to resume such work under such special conditions, then the Owner may order such portion of the Work that is in connection with such hazardous condition or in such affected area to be deleted from the work. If the Owner and Contractor cannot agree as to entitlement to or the amount or extent of an adjustment, if any, in Contract Price or Contract Times as a result of deleting such

portion of the work, then either party may make a claim therefor as provided in Section 5 of the General Provisions.

(iii) To the fullest extent permitted by laws and regulations, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, and the officers, directors, employees, agents, and other subcontractors of each and any of them from and against all claims, costs, losses and damages arising out of or resulting from such hazardous condition, provided that: (a) any such claim, cost, loss or damage is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the work itself), including the loss of use resulting therefrom, and (b) nothing in this subparagraph shall obligate the Owner to indemnify any person or entity from and against the consequences of that person's or entity's own negligence.

If the Owner directs the Contractor to remediate the hazardous condition under a change order, the work shall be performed in accordance the technical specifications contained in these contract documents or as included in the change order documentation."

S-027. Pollution Control and Purchase and Use of Recycled Products

The Contractor shall be responsible for preventing the discharge or release of pollutants to the environment, including the air, land (soil), surface water or ground water.

The Contractor shall not permit pollutants, such as chemicals, solvents, fuels, lubricants, sewage, contaminated, silt-laden or heated water or other deleterious poisonous, toxic or oxygen-demanding substances to leach or flow into the ground or into surface or ground waters or into storm or sanitary sewers. The Contractor is responsible for providing all means and methods necessary to prevent or control erosion of disturbed areas and to prevent the discharge to, or creation of, sediments or turbidity in surface waters. The Contractor shall comply with all laws, rules or regulations of all local, New York State or Federal agencies concerning pollution control and protection of the environment. The Contractor shall be responsible for defending and indemnifying the Owner from and against any enforcement actions arising from the Contractor's failures to prevent pollution or to comply with applicable laws, rules and regulations, and shall pay any fines, penalties or judgements arising therefrom.

Onondaga County policy dictates that the use and purchase of mercury containing equipment shall be minimized to the greatest extent possible. Therefore, wherever a feasible alternative exists, the contractor shall specify mercury free equipment. Examples of common products for which mercury free alternatives shall be specified, include, but are not limited to, thermostats, level float/switches, tilt switches, high-intensity discharge (HID) lighting fixtures, manometers, vacuum gauges, and flow gauges. Fluorescent lighting fixtures are acceptable under this policy. Whenever the installation of mercury containing equipment or devices (other than fluorescent lighting fixtures) is necessary, said equipment shall be clearly marked with appropriate signage stating "Contains Mercury."

It is County policy to actively pursue the purchase of products that are manufactured from recycled materials for backfill or components of construction projects undertaken by the County. Where recycled products are of equal value and equal or less costs, the recycled product shall be chosen. The Contractor shall make every effort to adhere to this policy, and shall document such efforts.

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S-028. Maintenance of Flow

The Contractor shall, at Contractor's expense, provide for and maintain the flow of all sanitary sewers, storm sewers, drainage ways, watercourses, house services and other similar facilities encountered during the course of the work. No pipe or channel shall be permanently blocked, plugged, cut or otherwise interrupted without the written permission of the Owner's Representative, regardless of the apparent condition, appearance or status thereof.

Sewage shall not be pumped or discharged onto the ground or allowed to flow into storm sewers, drainage ways or surface waters.

The Contractor shall not permit soil, sediments or pollutants, surface water or ground water to enter any active sanitary or combined sewer. Before any new sewer is connected to the existing, in-service sewer system, the new sewer shall be inspected by the Owner's Representative and any and all foreign materials removed therefrom by the Contractor.

S-029. Maintenance of Utilities

Utilities, including water, sewer, electricity, telephone, gas, alarm services, cable TV, etc. serving private or public users shall be maintained as continuously as possible. Prior to any planned, or expected necessary interruption of a utility, the owner of the utility and the utility customer shall be given reasonable notice (preferably 72 hours) of such interruption. The interrupted utility shall be restored and returned to service by the Contractor, or by the utility's owner as soon as possible after the interruption. In any case, utilities serving occupied residences shall not be interrupted prior to 9:00 A.M. and shall be restored by 4:00 P.M. every day. If the utility cannot be restored by 4:00 P.M., the Contractor shall, at Contractor's expense, make alternate arrangements to provide the utility service to the residence.

Interruptions of utilities serving commercial or industrial establishments or public or institutional facilities shall be coordinated 72 hours in advance with the owner thereof to minimize the effect of the interruption on the operation of the establishment or facility.

Affected fire departments or dispatchers shall be notified of any interruption of service to fire hydrants, sprinkler systems or alarm systems.

Utilities shall be restored to the satisfaction of the Owner thereof and in accordance with all applicable codes, rules and regulations. Unless noted otherwise in the Special Conditions, the Contractor shall bear all costs of maintaining or restoring utilities, whether the work thereof is performed by the Contractor or the utility owner. Utility owners may reserve the right to perform maintenance and/or restoration of their respective facilities with their own forces and to charge the Contractor the cost thereof.

S-030. Work by Utilities

The Contractor shall coordinate and cooperate with public or private utility owners in protecting or relocating their facilities, whether the utility's work is in connection with the work of this Contract or otherwise. The Contractor shall provide access across Contractor's work to utility owners as required by the utility owner for the performance of work or inspection.

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S-031. Maintenance of Traffic

The Contractor shall be responsible for providing all necessary means and methods to maintain safe and orderly vehicular and pedestrian travel through and around the work area. The Contractor shall provide flagmen, lights, signs, barricades, detours, temporary roadways or walkways or other devices or facilities as required by the owner of the roadway on which travel may be obstructed as the result of the Contractor's operations. As a minimum, all traffic warning and control methods and devices shall be designed, constructed, placed and installed in accordance with the *Manual of Uniform Traffic Control Devices*, current edition.

If a traffic maintenance plan is included in the Contract Drawings, the Contractor shall furnish, install and maintain all facilities necessary to implement the plan and shall in all ways comply with the plan as to coordination, approvals, location and timing. Whether or not a traffic maintenance plan is specified, the Contractor may be required to meet with appropriate officials to develop or modify a plan, and any such plan shall be implemented at the Contractor's expense.

Local police and emergency services, DPW's and school dispatchers shall be notified by the Contractor prior to each day's operations if such operations will disrupt traffic in any manner.

Any interruptions of access to public or private property shall be coordinated with the property owner and shall be of absolute minimum essential duration. If required by the property owner, the Contractor shall provide alternate means of access, at no additional cost.

S-032. Utilities Used by Contractor

The Contractor shall be responsible for obtaining and paying for any utility services required by the Contractor in connection with the performance of the work of this contract, including telephone, water and electrical services. If the work of the contract is within existing facilities owned by the Owner, and required utilities are available within the facility, the Contractor may use the services to the extent necessary to perform the work and the cost of such services shall not be charged to the Contractor. In no case, however, will the Contractor be permitted to use existing utilities if such use will disrupt the continued, reliable operation and maintenance of the facility. The Contractor shall bear all costs associated with delivering the required utility services from existing points of availability to the site of the work and shall restore to the satisfaction of the Owner any existing systems disturbed as a result of Contractor’s use thereof. Any connections made by the Contractor to utility systems shall be in accordance with all applicable codes and standards, shall be arranged to prevent disruption or damage to the facility or hazard to personnel and shall be approved by the Owner in advance. The Contractor shall be responsible for providing OSHA-approved extension cords and ground fault circuit interrupters where required.

S-033. Temporary Facilities

The Contractor shall be responsible for providing and maintaining all temporary facilities necessary for the proper, safe and efficient performance of the work and for the safety, health and welfare of personnel. The following temporary facilities shall be provided, as required or applicable to the work:

A. Heat, ventilation, lighting and water.

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(1) Prior to beneficial occupancy of a building or a system or equipment within a building, the Contractor shall provide facilities to maintain an inside temperature of at least 45°F, unless higher temperatures are required for performance of work, such as painting, as recommended by material or equipment manufacturers.

(2) After beneficial occupancy of a building or equipment or systems within a building, inside temperatures shall be maintained at 60°F minimum.

(3) Ventilation shall at all times be provided as required to maintain safe working conditions, in accordance with applicable regulations and material manufacturer's recommendations. After beneficial occupancy, ventilation shall be provided as required by applicable codes and standards.

(4) Installed heating, ventilating and lighting equipment may be used if agreed to by the Owner and if that equipment and the systems serving that equipment have been taken under beneficial occupancy by the Owner. Otherwise, the Contractor shall furnish, install and maintain all required equipment. Any installed or permanent equipment used by the Contractor to provide temporary services shall be cleaned or restored by the Contractor to the satisfaction of the Owner prior to substantial completion.

(5) All electrical equipment and installations shall be in accordance with applicable codes, standards and regulations.

(6) The Owner will pay for utilities consumed for temporary heat, light, ventilation and water if available in an existing facility, in accordance with S-032. Otherwise, the Contractor shall provide all utility services and fuel.

B. Sanitary facilities for use by Contractor's personnel, in sufficient numbers, placed and maintained in accordance with applicable codes and standards. The Owner's facilities shall not be used by Contractor's personnel.

C. Facilities to secure the site, enclose buildings or structures and protect the work and personnel. The Contractor shall provide construction locks on all new doors and gates. Prior to beneficial occupancy, the Contractor shall remove construction locks and furnish and install permanent locks keyed to the Owner's standard keying system. Openings and drop-offs shall be barricaded, secured or protected in accordance with applicable regulations.

D. Facilities to access the work, such as snow removal, roadways, ladders, scaffolds, etc. Temporary roadways shall be removed and disturbed areas restored by the Contractor prior to substantial completion. Ladders, scaffolds and similar devices shall be furnished, placed, erected and maintained in accordance with applicable regulations.

E. Storage and field office facilities for the Contractor's use.

F. Field office facilities for use by Owner's Representative, if called for elsewhere in the Contract Documents.

G. Any other temporary facilities called for elsewhere in the Contract Documents.

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On a project on which there are multiple prime contractors, the General Contractor shall provide items A, B, C and F, above, including any electrical work associated therewith, for the use of all contractors on the site. Snow removal shall be provided by the General Contractor. Other temporary facilities shall be provided, maintained and removed by the respective contractor requiring such facilities.

S-034. Hangers, Supports and Restraints

The Contractor shall be responsible for providing suitable hangers, supports and restraints for all piping and equipment furnished under the Contract, whether shown on the Contract Drawings or not. Unless shown or specified otherwise in the Contract Documents, hangers, supports and restraints shall be furnished and installed in accordance with all applicable codes and standards. All hardware shall be specifically designed for the application intended and shall be of a materials or finish which will prevent corrosion in the in-service atmosphere in which it is located. Shop Drawing information on proposed hangers, supports and restraints, whether manufactured, or fabricated, shall be provided.

S-035. Chases, Openings, Sleeves, Inserts, Embedded Items

Where there is more than one Contractor on a project, the General Contractor shall install in new floors, walls, roofs and other structures constructed by the General Contractor all sleeves, inserts, chases, openings, etc. to accommodate the General Contractor's own work and the work of other Contractors. The sleeves, inserts, anchors or other embedded or built-in items shall be furnished by the Contractor needing the item to the General Contractor, and installed in the new construction by the General Contractor. Embedded pipes and conduits and their appurtenances shall be installed in the new construction by the Contractor responsible for providing those items. It is the responsibility of the General Contractor to give other Contractors reasonable notice as to when items provided by other Contractors are required to be placed in the work.

Each Contractor shall be responsible for confirming or providing the locations and sizes of openings required for their work and shall provide layout drawings as necessary to modify or supplement the Contract Drawings and to provide direction to the General Contractor. The work shall be scheduled and coordinated by all parties to allow reasonable time to prepare layout drawings and locate required openings. Any cost caused by defective, ill-timed, mislocated or missing work shall be borne by the Contractor responsible therefor. No Contractor shall alter the work of any other Contractor without the consent of the Owner's Representative and the other Contractor involved.

Where sleeves, inserts, chases or openings are required in existing floors, walls, roofs or other structures, they shall be provided by the Contractor requiring those items to accommodate that Contractor's work. Patching, finishing or sealing around pipes, ducts or conduits shall be by the Contractor installing the pipe, duct or conduit in the opening or sleeve.

S-036. Labeling

A. Wire Labeling.

All wires, including those in shop fabricated equipment as well as field wiring, shall be labeled with approved, pre-printed, wrap-around labels made for the purpose. Labels shall be affixed to wires at each and every point of termination. Wire labeling designations shall correspond with terminations shown on wiring diagrams and in Electrical Interconnection Data forms.

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B. Equipment and Control Labeling.

All items of equipment shall be provided with prominent labels clearly identifying the equipment by name and number (e.g., Sludge Transfer Pump No. 2, Power Roof Exhauster #1; Unit Heater No. 3). Disconnects, switches, controls or control panels shall be similarly labeled to correspond to the equipment to which they pertain. Electrical panels and equipment, such as lighting panels, transformers, and motor control centers, shall be labeled to correspond with their designations on record drawings and/or Electrical Interconnection Data Sheets. Operating control devices (e.g., switches) and indicators mounted on or in control panels shall be clearly labeled as to function, using nomenclature consistent with the operating instructions for the equipment controlled. Cubicles of motor control centers, and the devices mounted therein, shall be labeled.

Labels shall be engraved, laminated plastic, engraved metal with contrasting lettering or other approved means. Labels shall be rigidly secured with rivets, screws or permanent adhesive. Labels shall be provided by the Contractor who furnished the equipment or device.

C. Electrical Conduit Labeling.

All electrical conduit, including rigid conduit, flexible conduit, plastic or plastic coated conduit and electrical metallic tubing (EMT), shall be field labeled with the appropriate conduit designation or identification, as shown or scheduled in the Contract Documents or on approved shop drawings or layout drawings. Labels shall be placed at each end of each conduit run, at any and all intermediate junction boxes, panels, fixtures, enclosures or other devices and at the point where conduit emerges from concealment, burial or embedment. In unfinished spaces or where conduit is not to be painted and is exposed, the labeling shall be accomplished with indelible marker pen or paint, neatly hand lettered on the exterior surface of the conduit so that the label is readily visible and readable. Where conduit is not exposed, the conduit shall be labeled using neatly hand lettered, non-metallic tags securely attached to the conduit inside the panel or box to which the conduit is connected. In finished spaces where conduit is exposed or where conduit is to be painted, the conduit shall be labeled using embossed or stamped, metal (aluminum or brass) bands, at least half-inch wide, rigidly and permanently attached to the exterior surface of the conduit so that the label is readily visible and readable.

D. Pipe Labeling.

All piping which is not buried or embedded shall be painted in accordance with the Owner's standard color-coding system. Piping shall also be provided with approved, permanently attached, durable labels which identify pipe contents and normal direction of flow. Labels shall be placed on piping at intervals of not more than 15 feet, where pipes emerge from embedment and at changes in direction.

S-037. Electrical Interconnection Data

Any Contractor performing field wiring, either directly or by subcontract, shall provide detailed interconnection data for all equipment field wired as part of that Contractor's work. The required information shall be entered by the Contractor's personnel, at the time the terminations are made, on the form entitled "Electrical Interconnection Data" included herein with Appendix A. Blank copies of this form will be furnished by the Owner's Representative to the Contractor for the Contractor's use. It is the

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intent of this requirement that each and every field termination on the project be represented by a line entry on an Electrical Interconnection Data form.

A separate Electrical Interconnection Data form (consisting of multiple pages, if necessary) shall be completed for each and every separate enclosure, fixture, panel, box or device containing field wire terminations, without exception. A separate form shall be completed even in the simplest case of an enclosure or box containing only a single toggle switch, push button, lamp, etc., and even if the completed form for that enclosure contains only one or two line entries.

In the heading of the form, the Contractor performing the wiring shall enter the description (e.g., MCC #1, Flow Meter Control Panel, Remote Stop-lockout for Recycle Pump #1, Light Panel #1, Raw Sewage Pump #1 Drive, etc.) and location (e.g., northeast corner of control room, top of stair at south end of Gallery #2, ceiling of conference room, end of walkway at Aeration Tank #1, etc.) of the enclosure or device which is the subject of that particular form. The name(s) of the Contractor's employee(s) actually doing the work in that enclosure and completing the form shall be indicated on the line "Prepared By." All information called for in the body of the form shall be entered on the form by the Contractor's personnel actually doing the work. In the body of the form, on the left side, under the heading "This Equipment/Device," the function (e.g., Drive power, speed control signal, control power, on-off indication, stop/lock out, thermostat control, lighting, etc.) and the factory or field applied terminal numbers or designations on the device(s) or leads in the enclosure shall be entered. The field-applied wire label number and color of the wire actually connected to the terminal or lead shall be entered in the respective columns under "Field Termination." The number or designation of the conduit connected to the enclosure and containing the respective conductors shall be entered in the column "Conduit Out." The nature and location of any and all intermediate splices or devices on the wire run shall be indicated in the column "Intermediate Devices, Junction Boxes, etc." Under the heading "Destination," the description and location of the device or equipment at the far end of the wire run shall be indicated, including the designation of the conduit connected to the remote enclosure and the terminal number or designation on the device or leads mounted in the enclosure. The field-applied wire label designation and wire color at the destination enclosure should be the same as those at the origination and as indicated on the left side of the form. If, however, there is a difference, the actual wire label designation and color shall be noted in the remarks column.

The completion of an Electrical Interconnection Data form for each and every field wired item of equipment or device is a part of the work of the Contractor performing the field wiring of that equipment or device and that Contractor is wholly responsible for the completeness and accuracy of the information contained therein. After field wire termination work has commenced, and as it progresses, the Contractor shall present the Electrical Interconnection Data forms to the Owner's Representative for review. Periodic, progress or monthly payment will not be released to the Contractor in the absence of properly completed, legible and accurate Electrical Interconnection Data forms covering all field wire terminations completed to the cutoff date of that payment.

The Contractor shall retain and safeguard the completed Electrical Interconnection Data forms until the work of the Contract is substantially complete, at which time all of the completed Electrical Interconnection Data forms shall be turned over by the Contractor to the Owner's Representative, who will transmit them to the Owner. The Contractor's retainage will not be reduced, as otherwise provided, until a complete set of properly completed, legible and accurate Electrical Interconnection Data forms has been accepted by the Owner.

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S-038. Equipment Manufacturers' Manuals and Information

All equipment, devices or materials furnished by the Contractor as a part of the work of this Contract shall be accompanied by all information, instructions and data necessary for the proper and complete care, operation, maintenance and repair of the equipment, device or material by the Owner's personnel. The required information, instructions and data shall be prepared and compiled by the manufacturer of the equipment, device or material and shall hereinafter be referred to collectively as "equipment manuals."

In addition to any specific requirements of other sections of the Contract Documents, equipment manuals shall be required for any and all items containing moving parts, electric or electronic wiring or components, pneumatic or hydraulic devices or components, or requiring regular or special maintenance, cleaning or lubrication. In addition to major items of equipment, this requirement for submission of equipment manuals is intended to also apply to such items as locksets, door, gate and window hardware, finishes, carpeting and upholstery, furniture, electrical and lighting system components, fixtures and accessories, HVAC system components, fixtures and accessories, valves, piping system components, fixtures and accessories, plumbing system components, fixtures and accessories, etc.

Each equipment manual shall clearly and specifically identify the equipment or item which is the subject of the manual, including, as applicable, the model name and number, size, serial number(s) and optional features or accessories actually included with the furnished equipment. Each equipment manual shall also include the following kinds of information, as applicable to the item which is the subject of the manual:

- Table of Contents
- Theory of Operation, functional diagrams
- Design and Operating Specifications, criteria
- Recommended installation arrangement, locations, wiring, criteria, procedure, etc.
- Normal and emergency operating instructions, procedures and sequences for each possible mode of operation
- Normal operating parameters, indications, settings, adjustments, voltages, currents, etc.
- Troubleshooting procedures
- Preventative or routine maintenance requirements or recommendations
- Lubrication schedules, including lube points, frequency, quantity and type and brand name of recommended lubricants
- Parts layout, identification, assembly diagrams, including exploded views with parts referenced by name and/or number

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- Parts lists of each assembly and subassembly showing part name, number, size, composition and quantity required, down to discrete components
- Recommended spare parts stocking lists
- Name, addresses and telephone numbers of factory authorized or recommended service representatives and parts suppliers
- Major overhaul or repair procedures including diagrams, measurements, clearances, tolerances, adjustment settings, alignment procedures, torque specs, etc.
- Wiring diagrams and schematics
- Elementary control diagrams
- One-line diagrams
- Interconnection data or diagrams for factory-wired components
- Alignment and calibration procedures, including original or factory settings and data
- Recommended or required special tools and maintenance, alignment, calibration or safety equipment
- Care and cleaning of finishes and paints used, colors, types
- Any other information necessary or recommended for the complete and proper operation, maintenance and repair of the equipment by the Owner's personnel

Where any item of equipment includes components or subassemblies manufactured by someone other than the equipment manufacturer, all pertinent information for the subassemblies shall be included in the equipment manual prepared and compiled by the equipment manufacturer.

Information contained in an equipment manual which is not applicable to the specified item furnished under this Contract shall be clearly lined out or deleted.

Providing complete equipment manuals, as specified herein, for all equipment, devices or materials furnished under the Contract is a part of the work of this Contract and the Contractor is wholly responsible for obtaining acceptable equipment manuals from the equipment manufacturers and submitting them to the Engineer. Seven (7) copies of each equipment manual shall be submitted to the Engineer by the Contractor, which shall be transmitted to the Owner by the Engineer. If the O&M manuals are not approved in the first submittal, the Owner and Engineer will retain three (3) copies for future reference of revised submittals. O&M manuals shall be provided to the County by the sixty percent (60%) project completion milestone. In order to be acceptable, each copy of each equipment manual must be complete, as specified herein, legible ,clearly reproduced, and appropriately partitioned by subject matter.

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Over and above and in addition to any other retainages provided for in the Contract, ten percent (10%) of the value of equipment, devices or materials requiring equipment manuals shall be retained from payments otherwise due the Contractor until acceptable equipment manuals for the applicable items are received by the Owner. For the purpose of applying this retainage, equipment, device or material values shall be determined from actual invoices presented by the Contractor to the Engineer, or, in the absence of actual invoices, by an estimate of fair and reasonable value determined by the Engineer. The Contractor is advised to include this specification, entitled "Equipment Manufacturers' Manuals and Information," in all applicable purchase orders and to provide a similar retainage provision in all applicable purchase orders or purchase agreements.

Equipment manuals shall be submitted by the Contractor for review under cover of a fully and accurately completed "Equipment Manual Transmittal" form, as included as an appendix to the General Specifications. Information submitted to satisfy the requirements or an equipment manual will not be accepted for review by the Owner if it is not accompanied by a fully completed Equipment Manual Transmittal.

The Contractor shall provide each approved O&M manual in electronic (650 MB CD-RW) Adobe PDF format.

S-039. Services of Manufacturer's Factory Representatives - Startup and Training

The services of manufacturer's factory representatives shall be provided by the Contractor at the times and for the duration and purposes stated in the various equipment specification sections and/or Special Project Conditions. The factory representatives provided shall be trained and fully qualified and capable of performing the services required. Factory representatives shall arrive at the site with all tools, instruments, equipment, documentation or other materials necessary to perform the required services.

Time spent in travel to the site shall not be applied toward the required duration of service. Time spent at the site if not properly prepared or equipped to perform the required service shall not be applied toward meeting the specified durations. For installation, initial operation, testing, startup and adjustment services, the durations shown in the equipment specification sections shall be considered minimums. Additional on-site time shall be provided at the Contractor's expense as necessary to assure that equipment is installed and operating correctly and in accordance with the specifications.

The Owner's personnel shall have the right to witness the activities of factory representatives during installation, testing, startup and adjustment. Furthermore, the Owner reserves the right to video tape, at its expense, the on-site activities of factory representatives, including training. Neither the Contractor nor the equipment supplier or manufacturer shall be entitled to any additional compensation as a result of the Owner's video taping. It is understood that video taping, if performed, will be strictly for the Owner's use in training its employees and that the video tapes will not be made available by the Owner to any other party. The Owner will provide duplicate videotapes of representatives' activities, if requested by the respective supplier or manufacturer and at the supplier or manufacturer's expense.

Manufacturer's services for instruction and/or training of Owner's personnel shall be provided as specified in the various equipment specification sections and/or Special Conditions. The specified durations for training shall be over and above the time spent at the site for any other purposes. As noted above, time spent in travel shall not be applied toward the required duration of service.

GENERAL SPECIFICATIONS

At least two weeks prior to proposed training, the Contractor shall submit for the Owner's review and approval a training outline or lesson plan clearly indicating the subject matter duration of each segment and depth of detail proposed to be presented at the training session. No training shall be performed in the absence of a previously approved lesson plan or outline. Prior to scheduling training sessions, any and all equipment manuals, as specified elsewhere, shall be submitted to and approved by Owner. No training shall be performed in the absence of previously approved equipment manuals. Training which is provided that does not follow approved lesson plans or outlines, or where the manufacturer's representative is not properly prepared or qualified shall not be accepted by the Owner as meeting the training requirements.

Training shall be scheduled at least two (2) weeks in advance so as to provide the Owner an opportunity to adjust work schedules to permit all interested personnel to attend. If applicable to the particular training to be provided, the Owner can make its training room facilities available.

The Owner reserves the right to video tape all training sessions, as noted above.

S-040. Beneficial Occupancy of Operating Equipment and Systems

A. Conditions for Beneficial Occupancy

As stated in General Provisions Section G-6.07.B.2, equipment or operating systems will not be considered for use under beneficial occupancy until all of the following conditions have been successfully and completely met for the particular equipment or system:

1. A written Startup Report from the equipment manufacturer's authorized representative has been submitted to the Owner, certifying that the equipment has been properly installed, started, tested, adjusted, is performing in accordance with specified requirements and is ready for regular service. The Startup Report shall include measured operating parameters applicable to the equipment, such as current draw per phase, pressure, RPM, flow, temperature, etc.

2. All related control, alarm and telemetry systems are in place and functioning reliably.

3. Painting and labeling of equipment, piping, conduits, wiring and related devices have been acceptably completed.

4. The equipment area has been acceptably cleaned and all rubbish and debris removed.

5. Acceptable means have been provided for safe and efficient access to the equipment by the Owner's personnel for operation and maintenance, and all required environmental and housekeeping facilities are available (e.g., weather protection, ventilation, heat, light, water for washdown, alarms, platforms, ladders, etc.).

6. Record drawing information and electrical interconnection data submitted and approved.

7. Equipment manuals in the required number of copies submitted and approved.

8. Training of the Owner's personnel acceptably completed.

GENERAL SPECIFICATIONS

9. All required spare parts, tools and accessories turned over to the Owner. They shall be properly packaged and identified in individual packaging with typed labels indication building and location, descriptive equipment name, manufacturer, model serial numbers, part numbers, part names, and quantity.

10. The equipment performance period has been successfully completed.

11. At the time of Beneficial Occupancy of any facility by the Owner, where utility service is required (electrical, gas, water, telephone, etc.) all temporary services instituted and necessary to the Contractor's operation shall be terminated and all outstanding bills paid by the Contractor to the applicable utility.

B. Equipment Performance Period

Unless otherwise specified in the Special Conditions or the Technical Specifications, each and every item of equipment shall be operated in service without failure for a "performance period" of fourteen (14) calendar days, as a condition for beneficial occupancy or substantial completion. For items of equipment which are part of a system, all items of equipment in the system, including items furnished by other prime Contractors, must undergo the performance period simultaneously.

1. The performance period may not be commenced until after items A.1, A.2 and A.3 above have been completed.

2. The performance period shall be at least fourteen (14) days (or as otherwise specified) of continuous operation of the equipment or system without failure to perform or interruption due to equipment malfunction of any kind. For equipment, such as pumps, that may normally cycle on and off while in service, or equipment which is only utilized for parts of a day in normal service, the performance period is the overall in-service time, including normal off cycles.

3. If an item of equipment fails for any reason during the performance period, or fails to perform in accordance with the specifications during the performance period, the performance period shall start over from "zero" upon the Contractor correcting the problem.

4. Unless specified in the Special Project Conditions, or previously agreed otherwise, the Contractor shall be responsible for all operation and preventive, routine and corrective maintenance of equipment during the performance period, including responding to any alarms or failures during both normal working and non-working hours, 24 hours per day, seven days per week. If an item of equipment or a system develops a problem or fails during the performance period, the Contractor's designated representative will be notified by the Owner's Representative or Owner's operating personnel, and the Contractor shall immediately respond, troubleshoot and correct the problem or switch to a backup. The Contractor shall provide a legible, detailed, daily maintenance and operation log for all operating equipment, from the time the equipment is operational until Beneficial Occupancy. Documented data shall include date, equipment description, model number, serial number, hours of operation, and maintenance schedule. Logs shall be made available for the Owners and Engineers review. If, in the opinion of the Owner, the Contractor fails to respond in a timely and

effective manner, and if such failure may damage other equipment or the facility or adversely affect the treatment process or service to the public, the Owner's personnel may respond and take necessary corrective action. The cost to the Owner of any such response and action shall be deducted from monies otherwise due the Contractor. However, the Owner shall not be obligated to respond, and such response or non-response by the Owner shall not relieve the Contractor from liability for damage to public or private property caused by an equipment failure during the performance period, or for making permanent repairs or corrections to the failed equipment. The Contractor shall not have nor make any claim against the Owner for actual or alleged damages to the equipment, the facility or public or private property due to the Owner's response or action or failure to respond or act.

5. The cost of utilities consumed during the performance period shall be borne by the Owner. The disposal of process related material, such as residuals or sludge, collected or generated during the performance period shall be by the Owner. Fuel, lubricants parts and chemicals used during the performance period shall be provided by the Contractor, unless otherwise specified or agreed to in advance.

6. When items A.4 through A.9 above have been successfully completed, and the specified performance period has been successfully completed, the designated equipment or system will be taken under beneficial occupancy by the Owner. At that time, the Owner's Representative will issue a Notice of Beneficial Occupancy, the Owner will assume full operation and maintenance responsibility for the equipment, and the guarantee period for that equipment will begin.

C. Notwithstanding the above procedures for beneficial occupancy, the Owner shall not be obligated to take beneficial occupancy of any item of equipment or system, unless scheduled in the Special Conditions, until all the work of the Contract is substantially complete. To achieve substantial completion, all of the conditions for beneficial occupancy must be satisfied.

S-041. Temporary Construction Fencing

The Contractor shall install and maintain, as necessary, temporary construction fencing to delineate construction areas from public usage areas for safety purposes. Temporary construction fencing shall be installed at any and all locations where it is necessary to restrict public access to the work area, storage and field office trailer areas, and any other potential hazards for safety reasons. Such fencing shall be 6-foot high metallic chain link, with posts and supports such to maintain fence in a vertical position without sagging. Fence shall be in place, complete and secured, prior to adjacent construction activity and shall be maintained throughout the work. The fence shall be removed when adjacent work has been completed.

S-042. Storage of Flammable or Explosive Materials On-Site

In no case shall the Contractor store any flammable or explosive materials at the project site, in excess of materials needed for work to be undertaken during the current working day. At the end of the working day, all such materials shall be removed from the project site and secured at an off-site location.

APPENDIX A

Equipment Manual Transmittal Form

Electrical Interconnection Data Form

Substitution Procedures and Application Form

Nameplate Data

Controls

Operation Description

Manufacturer & Sales Rep Info

Troubleshooting

Preventative Maintenance

ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION
650 Hiawatha Boulevard West • Syracuse, New York 13204-1194
315/435-2260 Phone • 315/435-5023 FAX

J. RYAN MCMAHON, II, *County Executive*
SHANNON L. HARTY, P.E., *Commissioner*

EQUIPMENT MANUAL TRANSMITTAL

PART A

1. Contract No. –
2. Contractor –
3. ☐ This is a shop drawing submitted to satisfy the requirements of an Equipment Manual
4. ☐ This is an Equipment Manual
5. ☐ This is a resubmittal of information previously submitted and rejected.
6. Item of equipment _____
7. Manufacturer's Name_____
8. Manufacturer's Model No. _____
9. Vendor's or Sales Rep's Name_____
10. Specification Section Reference_____
11. ☐ *This submittal describes a complete system, including all component parts, subassemblies and remotely located items which are part of the system, including items manufactured by others.*
12. ☐ *This submittal describes a component part or subassembly of larger piece of equipment or system, the name of which is* _____
(Name of System)

PART B

1. Submitted by _____ to _____ on _____
(Contractor) (Consultant) (Date)
2. Submitted by Consultant to WEP
   - Operations (Michael Bumbolo) Date_____
   - I/E (David Villanueva) Date_____
   - Maintenance (Jim Renk) Date_____

PART C

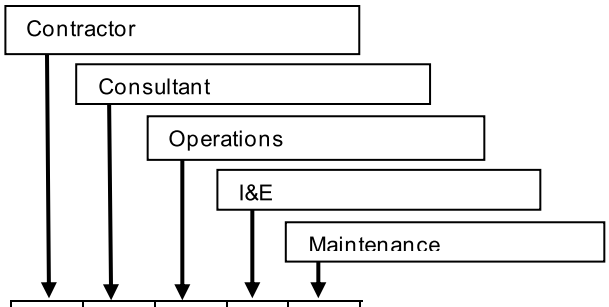
* Returned to Consultant by Operations _____ OK AS IS RESUBMIT
(Name – Date)

* Returned to Consultant by I/E _____ OK AS IS RESUBMIT
(Name – Date)

* Returned to Consultant by Maintenance _____ OK AS IS RESUBMIT
(Name – Date)

PART D

The following information is included in this submittal;



		1	2	3	4	5
1	Subject item clearly identified					
2	Table of contents					
3	Theory of operation					
4	Design specifications criteria					
5	Installation recommendations					
6	Normal operating instructions					
7	Parameters, adjustments, etc.,					
8	Troubleshooting procedures					
9	Preventative maintenance requirements					
10	Lubrication requirements					
11	Parts layouts; assembly diagrams					
12	Parts lists keyed to diagrams					
13	Recommended spare parts lists					
14	Names, phone numbers of service reps, parts suppliers					
15	Major overhaul / repair procedures					
16	Detailed schematic wiring diagrams					
17	One-line diagrams					
18	Interconnection diagrams					
19	Calibration/alignment procedures					
20	Subject item clearly identified					
21	Care and cleaning of finishes and paints used, colors, types					
22	Controls					
23	Nameplate data included					
24	All information is legible					
25	Appropriately bound					
26	Non-applicable information or items lined-out					
27	Other (give details below)					

Code: ☑ Present And Acceptable
0 Present But Not Acceptable
NA – Not Applicable/Not Required
M – Missing and Required

Persons Attesting to (Name & Date)

Column 1 (Contractor) _____

Column 2 (Consultant) _____

Column 3 (County Operations)_____

Column 4 (County I/E) _____

Column 5 (County Maintenance) _____

PART E

Final – Approved Equipment Manuals

1. Submitted by _____ to _____ on _____

(Consultant) (WEP Construction Inspector) (Date)

Notes and Comments:

ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION
650 HIAWATHA BOULEVARD, WEST
SYRACUSE, NEW YORK 13204-1194
(315) 435-2260

ELECTRICAL INTERCONNECTION DATA

EQUIPMENT/DEVICE/ENCLOSURE DESCRIPTION: _____ LOCATION: _____

PROJECT: _____ CONTRACTOR: _____

PREPARED BY (NAME): _____ FIELD CHECKED BY (NAME & DATE): _____ WEP REVIEWED (NAME & DATE): _____

APPROVED & ACCEPTED (DATE): _____

This Equipment/Device					Intermediate Devices, Junction Boxes, Etc.	Destination			Remarks
Equipment Termination		Field Termination		Conduit		Conduit	Equipment or Device	Equipment	
Function	Term No.	Term No.	Color	Out	Locations, Term No's, Function	In	and Location	Term No.	

SUBSTITUTIONS

A. The Engineer will consider requests for Substitutes or "Or Equal" items after the Effective Date of the Owner-Contractor Agreement, and then, only within acceptable time constraints.

B. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.

C. A request constitutes a representation that the Contractor:

1. Has investigated proposed product and determined that it meets or exceeds the quality level of the specified product.
2. Will provide the same warranty for the 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 the Owner.
4. Waives claims for additional costs for time extension, which may subsequently become apparent.
5. Will reimburse Owner the costs incurred by Owner for the review or redesign services by the Engineer, and for review by authorities when re-approval is required, if Engineer determines that the item of material or equipment proposed by the Contractor is a Substitute Item.

D. Substitutions will not be considered when they are indicated or implied on a shop drawing or product data submittals without separate written request, or when acceptance will require revision to the Contract Documents.

E. Substitution Submittal Procedure:

1. Submit three (3) copies of Request for Substitution for consideration. Limit each request to one (1) proposed Substitution. Use Application for Substitute Item Form attached to this specification.
2. Submit shop drawings, product data, and certified test results attesting to the proposed product equivalence.
3. The Engineer will notify Contractor, in writing, of decision to accept or reject request.

APPLICATION FOR SUBSTITUTE ITEM

Project Name: _____

Project No: _____ Contract No:_____

I. In accordance with General Specification S-017, the following Product is submitted for consideration as a Substitution for the specified item:

Section: _____ Paragraph: _____

Specified Item: _____

Proposed Substitute: _____

II. INSTRUCTIONS:

a. Attach complete dimensional information and technical data, including laboratory tests, if applicable.
b. Include complete information on changes to drawings and/or specifications which proposed Substitution will require for its proper installation.
c. Submit with request all necessary samples and substantiating data that proposed Substitution will provide equal quality, performance and appearance to that which is specified. Clearly mark manufacturer's literature to indicate equality in performance. Differences in quality of materials and construction shall also be indicated.
d. Attach an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of the proposed Substitution.

III. The undersigned states that the following paragraphs, unless modified on attachments, are correct:

a. The proposed Substitution does not affect dimensions shown on Drawings.
b. The undersigned shall reimburse Owner the costs incurred by Owner for the review or redesign services by the Engineer, and for review by authorities when re-approval is required, if Engineer determines that the item of material or equipment proposed by the Contractor is a Substitute Item. Moreover, the undersigned will pay for changes to the project's design, including engineering design, detailing, and construction costs caused by the proposed Substitution.
c. The proposed Substitution will have no adverse effect on other prime contracts, the construction schedule, or specified warranty requirements. License fees and royalties, if any, will be paid by the undersigned.

d. Maintenance and service parts will be locally available for the proposed Substitution.
e. The proposed Substitution will have no effect on applicable codes.
f. The manufacturer's guarantees or warranties of proposed product are equivalent to, or exceed, that of the specified item.

IV. List of names and location of three similar projects on which proposed product was used, date of installation, and Engineer's name and phone number.

Name/Location	Date of Installation	Engineer's Name/ Phone No.

* * * * *

CERTIFICATION

The undersigned certifies that the proposed Substitution will meet or exceed the performance requirements of the specified item and that its basic function and quality are equal or superior to the specified item.

SUBMITTED BY

_____ _____
(Signature) (Date)

_____ _____
(Typed Name) (Title)

_____ _____
(Company Name) (Phone)

_____
(Company Address)

Nameplate Data

Equipment Type:	
Equipment Designation:	
Location:	
Includes:	
Manufacturer:	
Model Number:	
Serial Number:	
Impeller Type:	
Capacity (gpm):	
Inlet Size:	
Maximum Impeller Size:	
NPSH:	
Outlet Size:	
Speed:	
Sphere:	
Stage:	
Total Head:	
Shaft Length:	
Shaft Diameter:	
Motor Manufacturer:	
Horsepower/Voltage/Phase:	
Year Installed	

Controls

Equipment:	
Location of Control	**Control and Function**

Operation Description

Equipment Type:	
Applicable Equipment:	
Startup Procedures:	
Normal Operation:	
Shutdown Procedures:	

Manufacturer and Sales Representative Information

Equipment Type:	
Applicable Equipment:	

Sales Representative	
Manufacturer	

Troubleshooting

Equipment Type:	
Applicable Equipment:	

WARNING: HIGH VOLTAGE AND ROTATING PARTS CAN CAUSE SERIOUS INJURY. THE USE OF ELECTRIC MACHINERY, LIKE ALL OTHER UTILIZATION OF CONCENTRATED POWER AND ROTATING PARTS, CAN BE HAZARDOUS. MAKE CERTAIN THAT THE VOLTAGE IS REMOVED FROM ALL CIRCUITS AND THAT NO MECHANICAL PARTS ARE ROTATING. INSTALLATION, OPERATION AND MAINTENANCE OF ELECTRICAL MACHINERY SHOULD BE PREFORMED BY QUALIFIED PERSONNEL, FAMILIARIZATION WITH NEMA PUBLICATION MG-2, SAFETY STANDARDS FOR CONSTRUCTION AND GUIDE FOR SELECTION, INSTALLATION AND USE OF ELECTRIC MOTORS AND GENERATORS, THE NATIONAI, ELECTRICAI, CODE AND SOUND LOCAL PRACTICES IS RECOMMENDED.

Problem	Possible Causes	Corrective Action

Preventive Maintenance

Equipment Type:	
Applicable Equipment:	

Weekly	
Monthly	
Quarterly	
Annually	

PAYMENT ITEMS

SECTION 1 - LUMP SUM ITEMS

PI-1.01. Description

Under this section, the Contractor shall furnish all materials and construct the structures and appurtenant facilities; shall furnish, install, test, place into satisfactory operation and maintain until final acceptance the equipment, piping and systems pertinent thereto; and shall fully complete the work of lump sum items, as shown, specified, scheduled and directed.

The principal items of work scheduled herein are included under this section. The work of this section also includes all accessories, appurtenances and other work required to complete this Contract, except those related to the work of these items but specifically included under other payment item sections of this Contract or under other contracts.

The schedules of the work which may be included have been shown solely for the convenience of the Owner, Engineer and Contractor, and do not necessarily include all of the items of work which are shown and specified and which are required under this Contract.

PI-1.02. Payment

Payment for the work of lump sum items will be made at the Contractor's lump sum prices stated in the Bid and appropriate to each item included under this section.

PI-1.03. No Payment

No payment will be made under this section for work performed by the Contractor to replace defective work, or for work which is not shown or ordered, or which is outside the limits shown or ordered.

PAYMENT ITEMS

SECTION 1 - LUMP SUM ITEMS

Item 1.1 – Project Construction

PI-1.1-01. Description

Under this Item, the Contractor shall furnish all labor, materials and equipment required to construct, test, and maintain until final acceptance, General Construction, complete as shown, specified, scheduled or directed.

PI-1.1-02. Work Included

Work shall generally be comprised of the following:

- Coordination with Owner, Engineer, utilities, regulatory agencies and other Contractors
- Erosion and sediment control measures, including maintenance and removal
- Procurement of required permits and compliance with permit conditions
- Temporary facilities and controls
- Clearing and removal or destruction of trees, brush, logs, stumps, plants, refuse, snow, ice and other materials from the project site
- Selective demolition of existing site utilities and features
- Dewatering as required for site excavations
- Pavement excavation and disposal
- Common Excavation, Grading and Backfill (or Disposal)
- Catch basins and manholes
- Storm sewer piping, generally comprised of the following:
  - Storm drainage piping system
  - Trenching and excavation required for installation of outside piping
  - Dewatering and control of water, if required
  - Pipe, fittings, specials and accessories, installed to the lines, grades and elevations shown
  - Select fill materials shown on the Contract Drawings, including compaction
  - Backfill and compaction of native materials
  - Sheeting and bracing for trench excavation, which is removed
  - Connections to existing pipelines, including location and excavation of existing piping, support and cutting of existing piping, and transition and closure pieces, as required
- Grading and shaping of roads to the elevations required for placement of pavement

PAYMENT ITEMS

SECTION 1 - LUMP SUM ITEMS

Item 1.1 – Project Construction

- Surface drainage features and bioretention areas
- Concrete sidewalks
- Paving and surfacing of roads, including subbase material and geotextile fabric,
- Restoration of surfaces disturbed in connection with the work of this project, which are outside the limits of site clearing
- Miscellaneous site improvements not specifically included under other Items
- Restoration of Surfaces
- Work Zone Traffic Control
- As-built survey prepared by a NYS licensed land surveyor

PI-1.1-03. Related Work Not Included

The following items of work closely related to General Construction are specifically not included under this Item:

- Work covered by other Payment Items

PAYMENT ITEMS

SECTION 1 - LUMP SUM ITEMS

Item 1.2 – Contingency Allowance

PI-1.2-01. Description

Work authorized under this Item shall result from unforeseen conditions discovered during the progress of the Work and Work which is not included in the scope of the Contract Documents. The actual cost of the Work paid for under this Item may include allowable overhead and profit calculated in accordance with Section 5 of the General Provisions.

This Item shall only be used upon written authorization of Owner or Engineer.

At project closeout, uncommitted monies remaining in the Contingency Allowance will be credited to Owner by Change Order.

TECHNICAL SPECIFICATIONS AND DETAILS

This project is being executed as part of Onondaga County's Save the Rain Program. As such, it will follow the standard details and specifications developed for the program. The following is excerpted from the Onondaga County Green Infrastructure Program 2022 Annual Green Structures Contract at Various Locations, Volumes I & II, by CH2M Hill (Jacobs) dated February 2022. Contract can be found on the Save the Rain Webpage at https://savetherain.us/resources/technical-resources/. Contractor shall note that the "Method of Measurement" and "Basis of Payment" noted within these specifications does not apply to this project.

List of Onondaga County Standard Payment Items
Fayette Street and Forman Avenue Sewer Separation

PI-1.01 Site Clearing and Disposal
PI-1.02 Sawcutting Pavement
PI-1.03 Pavement Excavation and Disposal
PI-1.04 Asphalt Milling
PI-1.05B Common Excavation, Grading, and Backfill (or Disposal)
PI-1.05C Scarify Subgrade
PI-1.07A Subbase Course NYSDOT "Type 1" "Run-of-Crusher" (Compacted)
PI-1.07D NYSDOT No.2 Crushed Stone
PI-1.07G Rip Rap – NYSDOT Light Stone Fill
PI-1.12 Topsoil
PI-1.14A City of Syracuse Standard Catch Basin – Type A
PI-1.14D 48" Round Precast Concrete Manhole (Up to 12" Height)
PI-1.15C Riser Ring – Precast Concrete Manhole
PI-1.16F Drop Connection Inside Manhole
PI-1.17A Catch Basin Filter Insert – City of Syracuse Standard Catch Basin – "Bag" Style
PI-1.23A 6" Solid or Perforated Dual Wall Pipe
PI-1.23B 8" Solid or Perforated Dual Wall Pipe
PI-1.23C 10" Solid or Perforated Dual Wall Pipe
PI-1.23D 12" Solid or Perforated Dual Wall Pipe
PI-1.23E 15" Solid or Perforated Dual Wall Pipe
PI-1.23F 18" Solid or Perforated Dual Wall Pipe
PI-1.23G 24" Solid or Perforated Dual Wall Pipe
PI-1.23H 30" Solid or Perforated Dual Wall Pipe
PI-1.36A Pipe Connection to Existing Structure/Manhole
PI-1.36B Pipe Connection to Existing Sewer Main
PI-1.36C Rehabilitation of Existing City Standard Manhole or Catchbasin
PI-1.36D Demolish Existing City Standard Catch Basin or Manhole
PI-1.36E Plug Existing Catch Basin Lateral
PI-1.36G Reset Manhole Frame and Cover
PI-1.36H Abandon Existing Manhole or Catch Basin
PI-1.36I Furnish and Install CLSM Flowable Fill
PI-1.41 Reset Granite Curb
PI-1.47A PCC Concrete Sidewalks
PI-1.47B PCC Concrete Driveways
PI-1.48A Concrete Road Foundation
PI-1.51A Asphalt Top Course – NYSDOT Type 9.5
PI-1.51C Asphalt Binder Course – NYSDOT Type 19
PI-1.51E Asphalt Tack Coat
PI-1.58 Establishing Turf
PI-1.65A Air Test for 8"-12" Pipe
PI-1.65B Air Test for 15"-30" Pipe
PI-1.67 Tree Protection Fence
PI-1.68 Silt Fence
PI-1.69 Stabilized Construction Fence
PI-1.75 Straw Bale Dike
PI-1.76 Watering Vegetation
PI-1.77 Concrete Washout
PI-1.80B 6' Chain Link Fence with Posts
PI-1.82A Sign Post Foundation - New
PI-1.82B Sign Post Foundation - Reset
PI-1.84C Solid Double Markings – 4"

PAYMENT ITEM 1.01

SITE CLEARING AND DISPOSAL

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

i. Excavation and disposal of all surface materials (or materials immediately below the surface) as encountered during the course of construction and as defined in I.b. "Definitions" below or otherwise to a depth shown on the plans or as ordered by the Owner or Owner's Representative.

b. Definitions:

i. Interfering or Objectionable Material: Trash, rubbish, and junk; vegetation and other organic matter, whether alive, dead, or decaying; topsoil.

ii. Clearing: Removal of interfering or objectionable material lying on or protruding above ground surface.

iii. Grubbing: Removal of vegetation and other organic matter including stumps, buried logs, and roots greater than 1-inch caliper to a depth of 18 inches below subgrade.

iv. Scalping: Removal of sod without removing more than upper 3 inches of topsoil.

v. Stripping: Removal of topsoil remaining after applicable scalping is completed.

vi. Project Limits: Areas, as shown or specified, within which Work is to be performed.

c. Quality Assurance:

i. Obtain Engineer's approval of staked clearing, grubbing, and stripping limits, prior to commencing clearing, grubbing, and stripping.

d. Scheduling and Sequencing:

i. Prepare Site only after adequate erosion and sediment controls are in place. Limit areas exposed uncontrolled to erosion during installation of temporary erosion and sediment controls to maximum of 0.25 acres.

II. CONSTRUCTION DETAILS

a. General

i. Clear, grub, and strip areas actually needed for waste disposal, borrow, or Site improvements within limits shown or specified.

ii. Do not injure or deface vegetation that is not designated for removal.

b. Limits

i. As follows, but not to extend beyond Project limits.

1. Excavation 5 feet beyond top of cut slopes.

2. Trench Excavation: 2 feet from trench centerline, regardless of actual trench width.

3. Fill:

    a. Clearing and Grubbing: 5 feet beyond toe of permanent fill.

    b. Stripping and Scalping: 2 feet beyond toe of permanent fill.

ii. Remove rubbish, trash, and junk from entire area within Project limits.

c. Temporary Removal of Interfering Plantings

i. No existing plants shall be disturbed unless approved by the Engineer.

d. Clearing

i. Clear areas within limits shown or specified.

ii. Fell existing trees <6" DBH (diameter at breast height) unless otherwise noted on the plans. Trees >6" DBH are not included in this Payment Item.

iii. Cut stumps not designated for grubbing flush with ground surface.

iv. Cut off shrubs, brush, weeds, and grasses to within 2 inches of ground surface.

e. Grubbing

i. Grub areas within limits shown or specified.

f. Scalping

i. Do not remove sod until after clearing and grubbing is completed and resulting debris is removed.

ii. Scalp areas within limits shown or specified.

g. Stripping

i. Do not remove topsoil until after scalping is completed.

ii. Strip areas within limits to minimum depths shown or specified. Do not remove subsoil with topsoil.

iii. Stockpile strippings, for topsoil, separately from other excavated material.

h. Tree Removal

i. Remove existing trees <6" DBH (diameter at breast height) unless otherwise noted on the plans. Trees >6" DBH are not included in this Payment Item.

ii. Cut stumps of any size off flush with ground, remove debris, and if disturbed restore surrounding area to its original condition.

i. Pruning

i. As shown and noted on the Drawings. All pruning shall be approved by Engineer.

j. Salvage

i. Saleable log timber may be sold to Contractor's benefit. Promptly remove from Project Site.

ii. Sod with commercial value may be sold to Contractor's benefit. Promptly remove from Project Site.

k. Disposal

i. Clearing and Grubbing Debris:

1. Dispose of debris offsite.

2. Burning of debris onsite will not be allowed.

3. Dispose of unburned and noncombustible debris offsite.

4. Woody debris may be chipped. Chips may be sold to Contractor's benefit. Dispose of chips that are unsaleable or unsuitable for landscaping or other uses with unchipped debris.

5. Limit offsite disposal of clearing and grubbing debris to locations that are approved by federal, state, and local authorities, and that will not be visible from Project.

ii. Scalpings: As specified for clearing and grubbing debris.

iii. Strippings:

1. Dispose of strippings that are unsuitable for topsoil or that exceed quantity required for topsoil offsite.

2. Stockpile topsoil in sufficient quantity to meet Project needs. Dispose of excess strippings as specified for clearing and grubbing.

l. Erosion and sediment control plans shall prepared by or under the direction of a licensed professional engineer at the Contractor's expense. Plans shall indicate the specific measures and sequencing to be used to control sediment and erosion on the site during construction. The contractor is responsible for ensuring the proper installation and regular maintenance of sediment and erosion control measures and devices in accordance with NYSDEC requirements.

III. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

IV. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.01 – Site Clearing and Disposal** will be made for all work based upon the number of **square yards** of material excavated and disposed of as calculated by the excavation dimensions.

V. BASIS OF PAYMENT

a. The price bid per **square yard** of **Site Clearing and Disposal** shall include the cost of all labor, materials and equipment necessary for excavating and disposing of the excavated material off the line of work to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.02

SAWCUTTING PAVEMENT

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

i. Sawcutting of existing asphalt pavement, concrete pavement, asphalt surface course or asphalt concrete overlay on concrete pavement at the locations indicated on the drawings, or where directed by the Owner or Owner's Representative. This pay item is also intended to be used for sawcutting similar materials outside the roadway pavement.

II. CONSTRUCTION DETAILS

a. Existing pavement and overlay shall be saw cut perpendicular to the roadway surface along neat lines, or as ordered by the Owner or Owner's Representative, and to the depth indicated on the drawings and typical sections. A power saw approved by the Engineer shall be used for cutting asphalt surface course and asphalt overlay.

b. A power saw shall be used for cutting concrete pavement. After the existing asphalt pavement, concrete pavement, asphalt surface course, or overlay has been saw cut through, the Contractor may use pry bars, pneumatic tools or other methods approved by the Owner or Owner's Representative, to pry loose the existing pavement from that pavement which is to remain. A pavement breaker, under the supervision of the Engineer, may be used to break up the pavement to be removed after the pavement has been completely saw cut through and completely free from the pavement to remain.

c. Any existing pavements and curbs not indicated to be removed that are damaged by the Contractor's operations shall be repaired by him to the satisfaction of the Owner or Owner's Representative at no additional cost to the Owner.

III. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

IV. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.02 – Sawcutting Pavement** will be made for all work based upon the number of **linear feet of sawcutting per inch of depth**.

V. BASIS OF PAYMENT

a. The price bid per **linear feet of sawcut pavement per inch of depth** shall include the cost of all labor, materials and equipment necessary for sawcutting pavement to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.03

PAVEMENT EXCAVATION AND DISPOSAL

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

i. Excavation and disposal of asphalt pavement, concrete pavement, asphalt surface course or asphalt concrete overlay on concrete pavement encountered during the course of construction to a depth shown on the plans or as ordered by the Owner or Owner's Representative. This pay item is also intended for removal of similar materials outside the roadway pavement.

II. CONSTRUCTION DETAILS

a. Work under this item for pavement cuts shall include all work as shown on the standard detail sheets. All finished excavations shall have the vertical edges saw cut and dressed free of rough edges. The layer beneath each layer that is cut back shall be left undisturbed. If the layer is disturbed, then the cut back shall be left be increased to include the disturbed portion at no additional cost to the Owner.

III. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

IV. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.03 – Pavement Excavation and Disposal** will be made for all work based upon the number of **cubic yards** of pavement excavated and disposed of as calculated by the excavation dimensions.

V. BASIS OF PAYMENT

a. The price bid per **cubic yard** of **Pavement Excavation and Disposal** shall include the cost of all labor, materials and equipment necessary for excavating and disposing of pavement off the line of work to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.04

ASPHALT MILLING

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

i. Milling of existing asphalt pavement, asphalt surface course or asphalt concrete overlay on concrete pavement at the locations and depths noted on the drawings or as ordered by the Owner or Owner's Representative.

II. CONSTRUCTION DETAILS

a. Work under this item for asphalt milling shall include all materials, equipment and labor necessary to complete the asphalt milling work as noted on the drawings or as ordered by the Owner or Owner's Representative. Including all true and level necessary to ensure proper cross slope.

III. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

IV. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.04 – Asphalt Milling** will be made for all work based upon the number of **square yards per inch** of asphalt milled as calculated by the asphalt milling dimensions.

V. BASIS OF PAYMENT

a. The price bid per **square yard per inch** of **asphalt milling** shall include the cost of all labor, materials and equipment necessary for milling asphalt off the line of work to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.05B

COMMON EXCAVATION, GRADING AND BACKFILL (OR DISPOSAL)

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

i. Excavation, grading and backfill (or disposal) of all materials necessary not classified as rock excavation or in infiltration bed areas, to a depth as shown on the drawings, or as ordered by the Owner or Owner's Representative. This pay item shall be used for excavation, grading and backfill (or disposal) of materials not listed under other payment items.

b. Quality Assurance:

i. Provide adequate survey control to avoid unauthorized over-excavation.

c. Weather Limitations:

i. Material excavated when frozen or when air temperature is less than 32 degrees Fahrenheit shall not be used as fill or backfill until material completely thaws.

ii. Material excavated during inclement weather shall not be used as fill or backfill until after material drains and dries sufficiently for proper compaction.

II. CONSTRUCTION DETAILS

a. The Contractor shall excavate, grade and backfill (or haul and dispose of) earth and other related materials, of any description, encountered as required by the plans and specified herein, or as ordered by the Owner or Owner's Representative.

b. When ordered by the Owner or Owner's Representative, the Contractor will backfill the material that was removed originally, as required by the plans and specified herein, or as ordered by the Owner or Owner's Representative. Backfill shall consist of earthen material, free of construction debris, rubble, rocks or woody material larger than 2" on any dimension, or other deleterious material, to the satisfaction of the Owner/Owner's Representative. Unless otherwise noted, tamp and compact in 6" lifts. Hand-operated mechanical tampers may be used for compaction. Such mechanical tampers shall have a rating of at least 300 feet/lb. of energy per blow.

c. After backfilling, the Contractor shall grade, form and trim all disturbed surfaces within the work area to the lines and grades shown on the plans, or as directed by the Owner or Owner's Representative.

d. If necessary, Contractor shall provide hauling and disposal of any excavated material that is not backfilled or otherwise reused onsite.

III. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

IV. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.05B – Unclassified Excavation, Grading and Backfill (or Disposal)** will be made for all work based upon the number of **cubic yards** of material excavated, graded and/or hauled away and disposed of as calculated by the excavation dimensions.

V. BASIS OF PAYMENT

a. The price bid per **cubic yard** of **unclassified excavation, grading and backfill (or disposal)** include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.05C

SCARIFY SUBGRADE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

i. Scarifying subgrade materials in infiltration areas as specified on the drawings, or as ordered by the Owner or Owner's Representative.

II. CONSTRUCTION DETAILS

a. The Contractor shall scarify the bottoms of infiltration areas to a depth of six (6") inches, or to the depth specified on the drawings or as ordered by the Owner or Owner's Representative using equipment approved by the Engineer.

III. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

IV. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.05C – Scarifying Subgrade** will be made for all work based upon the number of **cubic yards** of material scarified as calculated by the scarification dimensions.

V. BASIS OF PAYMENT

a. The price bid per **cubic yard** of **scarified subgrade** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.07A

SUBBASE COURSE NYSDOT "TYPE 1" "RUN-OF-CRUSHER" (COMPACTED)

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. Furnishing, installation and compaction of subbase course for backfill at any point along the work as indicated on the drawings or as ordered by the Owner or Owner's Representative.

II. MATERIALS

a. Subbase course shall be NYSDOT Type 1 run-of-crusher, and shall meet the specifications defined in Section 300 of the NYSDOT Standard Specifications, latest edition.

III. CONSTRUCTION DETAILS

a. Prior to the installation of the first lift of the subbase course, the subgrade shall be compacted to a minimum dry density of ninety-five (95%) percent, and conform in line, grade and cross-sections to that shown on the drawings or as ordered by the Owner or Owner's Representative.

b. The subbase course shall be installed on prepared subgrade in horizontal lifts, not exceeding six (6") inches. Each lift shall be carefully and thoroughly compacted to 95% maximum dry density, or as approved by the Owner or Owner's Representative. The subbase course may be damped during the process of refilling if necessary to aid in compaction. Where required by the Owner or Owner's Representative, a self-propelled 10-ton roller shall be used by the Contractor to meet compaction requirements.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.07A – Subbase Course NYSDOT "Type 1" "Run-of-Crusher"** will be made for all work based upon the number of **cubic yards** of subbase course installed and as calculated by the dimensions of work.

VI. BASIS OF PAYMENT

a. The price bid per **cubic yard** of **subbase course installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.07D

NYSDOT NO. 2 CRUSHED STONE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. Furnishing and installation NYSDOT Type 2 stone at any point along the work as indicated on the drawings or as ordered by the Owner or Owner's Representative.

II. MATERIALS

a. NYSDOT Type 2 stone shall meet the specifications defined in Section 700 of the NYSDOT Standard Specifications, latest edition.

III. CONSTRUCTION DETAILS

a. NYSDOT Type 2 stone shall be installed in horizontal lifts, not exceeding six (6") inches. Each lift shall be carefully and thoroughly compacted with either a 10 ton vibratory steel drum roller or a 13,500-lbf reversible plate compactor to ensure consolidation and compaction. Do not compact native, subgrade soils.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.07D – NYSDOT Type 2 crushed stone** will be made for all work based upon the number of **cubic yards** of NYSDOT Type 1B stone installed and as calculated by the dimensions of work.

VI. BASIS OF PAYMENT

a. The price bid per **cubic yard** of **NYSDOT Type 2 crushed stone installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.07G

RIP RAP – NYSDOT LIGHT STONE FILL

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. Furnishing and installation of rip rap on prepared subgrade to the dimensions noted on the drawings or as ordered by the Owner or Owner's Representative.

II. MATERIALS

a. Rip rap shall be as specified in the NYSDOT Standard Specifications, latest edition, Section 620, size and shape designations from Figure 620-1.

III. CONSTRUCTION DETAILS

a. Rip rap shall be installed per the NYSDOT Standard Specification, latest edition, Section 600 to the dimensions noted on the drawings, or as ordered by the Owner or Owner's Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.07G – Rip Rap – NYSDOT Light Stone Fill** will be made for all work based upon the number of **cubic yards** of rip rap installed and as calculated by the dimensions of work.

VI. BASIS OF PAYMENT

a. The price bid per **cubic yard** of **rip rap installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.12

TOPSOIL

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and place topsoil to the depths and locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. The topsoil shall be the natural, fertile, friable surface layer of soil obtained from naturally drained areas and free from subsoil, clay lumps, stones, brush, stumps, roots, objectionable weeds or litter (glass, plastic, paper, etc.), excess acid or alkali, or other substances which may be harmful to plant growth or a hindrance to subsequent smooth grading, planting, or maintenance operations.

b. Topsoil shall meet the following requirements unless otherwise specifically stated in the plans:

1. The pH of the material shall be between 5.5 and 7.0.
2. The organic content shall be not less than ten (10) percent or more than fifteen (15) percent.
3. The gradation shall be as follows:

Sieve Size	Percent Passing by Weight
2 Inches	100
1 Inch	85-100
1/4 Inch	65-100
No. 200	20-80
2 Micron	5-35

III. CONSTRUCTION DETAILS

a. Top Soil Placement

1. As noted on the plans or as otherwise directed by the Owner or Owner's Representative.
2. The topsoil shall be placed to the line and grade shown on the plans or as directed by the Owner or Owner's Representative.
3. Topsoil shall be from one source, and shall be covered and protected, and used exclusively for the work under this contract. Once tested, no topsoil shall be added to the stockpile, and the stockpile shall be used until fully depleted.

b. Field Quality Control and Testing

1. Prior to use, the Owner or Owner's Representative shall visually inspect and approve each topsoil stockpile for material compliance.
2. The Contractor shall employ a qualified soils testing laboratory to perform the appropriate testing (sieve analysis, pH, and organic content). Three (3) different locations on each stockpile will be sampled and tested, as determined by the Engineer, to ensure compliance. Copies of these tests results shall be given to the Engineer and the cost of this testing shall be borne by the Contractor and included in the bid price. Should testing indicate that the topsoil does not meet the intent of this specification, the Contractor shall either amend the mix, or provide new

material. In either case, retesting shall be completed and the cost borne by the Contractor. No topsoil shall be approved for use until the tested topsoil is approved in writing by the Engineer.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.12 – Top Soil** will be made for all work based upon the number of **cubic yards** of top soil installed and as calculated by the dimensions of work.

VI. BASIS OF PAYMENT

a. The price bid per **cubic yard** of **top soil installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.14A

CITY OF SYRACUSE STANDARD CATCH BASIN – TYPE A

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and install the City of Syracuse standard Type A catch basin, frame and grate as shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Precast, City of Syracuse standard Type A catch basins, frames and grates shall be manufactured according to City standards and per detail DR.04 – City Standard Catch Basin Type A with Frame and Grate.

III. CONSTRUCTION DETAILS

a. City of Syracuse standard Type A catch basins, frames and grates shall be installed per City of Syracuse standards in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.14A – City of Syracuse Standard Catch Basin – Type A** will be made for all work based upon the **quantity** of each catch basin installed.

VI. BASIS OF PAYMENT

a. The price bid per **City of Syracuse Standard Type A catch basin** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.14D

48" ROUND PRECAST CONCRETE MANHOLE (Up to 12' Height)

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and install 48" round, precast concrete manholes, frames and lids/grates as shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Precast 48" concrete manholes, shall be manufactured according to NYSDOT Standard Specifications, latest edition, Section 604.

b. Frame and lids/grate shall be heavy duty (H-25 loading rated) and shall be by East Jordan Iron Works, or approved equal.

i. Solid Lid Pattern: 1310A.
ii. Grated Top Pattern: 1310M.

III. CONSTRUCTION DETAILS

a. 48" round, precast concrete manholes, frames and grates shall be installed per NYSDOT standards in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.14D – 48" Round Precast Concrete Manhole** will be made for all work based upon the **linear feet** of each manhole installed.

VI. BASIS OF PAYMENT

a. The price bid per **linear feet** of **48" round, precast concrete manhole** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.15C

RISER RING – PRECAST CONCRETE MANHOLE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and install riser rings (up to 6" additional height) in precast concrete manholes as shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Riser rings shall be manufactured according to NYSDOT Standards.
b. Products:
   i. EJ Solid Round Adjusting Riser 1020H, by EJ
   ii. Or Approved Equal

III. CONSTRUCTION DETAILS

a. Riser rings in 48" square precast concrete manholes shall be installed per NYSDOT standards in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.15C – Riser Ring – 48" Square Precast Concrete Manhole – up to 6" additional height** will be made for all work based upon the **quantity** of riser ring installed.

VI. BASIS OF PAYMENT

a. The price bid per **riser ring in precast concrete manholes – up to 6" additional height** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.16F

DROP CONNECTION INSIDE MANHOLE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and install a drop connection inside a manhole (pipe diameters up to 18") in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Connector between pipe and structure shall be flexible and watertight.

b. Interior pipe shall be SDR-35 PVC pipe and shall be strapped to the interior manhole wall using 316 stainless steel anchors in a manner in a way to not restrict access within the manhole, as shown in Detail DR.25 – Drop Connection Inside Manhole.

c. Manhole Connection Products (Sanitary):

1. Link-Seal, by GPT Industries
2. Or approved equal.

d. Manhole Connection Products (Storm):
1. Boot style connector
2. Or approved equal.

III. CONSTRUCTION DETAILS

a. Pipe connections to existing structures/manholes shall be installed per Detail DR.26 – Drop Connection Inside Manhole in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

b. Pipe connections must be made in the face of the structure, connections will not be allowed in the corners.

c. Existing sanitary structures must be connected to using the Link-Seal product, new sanitary structures and all storm structures must be connected to using one of the boot style connectors.

d. Drop pipe shall extend down to a level of 18" above the springline or benchwall that the pipe will be directing to.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.16F – Drop Connection inside Manhole** will be made for all work based upon the **linear feet** of pipe connection installed.

VI. BASIS OF PAYMENT

a. The price bid per **linear feet** of **drop connection installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.17A

CATCH BASIN FILTER INSERT – CITY OF SYRACUSE STANDARD CATCH BASIN – "BAG" STYLE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and install catch basin filter inserts "bag" style in City of Syracuse standard Type A precast catch basins in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Products:

1. Flexstorm Pure FX by ADS,
2. Or approved equal.

III. CONSTRUCTION DETAILS

a. Catch basin filter inserts in City of Syracuse standard Type A catch basins shall be installed per the manufacturer's recommendations in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

b. The contractor shall provide a shop drawing with the following exact measurements for each filter insert installed.

1. Grate Width and Length
2. Smallest Clear Opening Width and Length

c. The contractor shall clean each installed filter insert each spring (April-May) and fall (October-November) until the beneficial occupancy/substantial completion is granted for the Task Order.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.17A – Catch Basin Filter Insert – City of Syracuse Standard Catch Basin - "Bag" Style** will be made for all work based upon the **quantity** of filter inserts installed.

VI. BASIS OF PAYMENT

a. The price bid per **"bag" style filter insert in City of Syracuse Standard Type A catch basins** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.23A, 1.23B, 1.23C, 1.23D, 1.23E, 1.23F, 1.23G, 1.23H

6", 8", 10", 12", 15", 18", 24" OR 30" SOLID OR PERFORATED DUAL WALL HDPE PIPE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and install solid or perforated dual wall HDPE pipe in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Solid and Perforated High Density Polyethylene Pipe (HDPE) shall conform to AASHTO M294 and ASTM F-2648 for materials and fabrication, and shall be smooth lined (dual wall). Solid HDPE pipe joints shall be soil tight joints.

b. Continuously Perforated High Density Polyethylene Pipe (HDPE) shall have Class II perforations per AASHTO M252 (pipe diameters 3 through 10-inches) and AASHTO 294 (pipe diameters 12 inches and greater). Class II perforations shall be located in the outside valleys of the corrugations, be circular and/or slotted, and evenly spaced around the circumference and length of the pipe. The opening area shall be no less than 0.945 square inches per linear foot (pipe diameters 4 through 10-inches), 1.42 square inches per linear foot (pipe diameters 12 through 18-inches), and 1.89 square inches per linear foot (pipe diameters 24-inches and larger).

c. Products:

1. ADS N-12 pipe, by ADS,
2. Or Approved Equal.

III. CONSTRUCTION DETAILS

a. All pipes shall be unloaded, handled, and stored in conformance with the manufacturer's recommendations.

b. Bedding and laying of pipe shall be in accordance with the pipe manufacturer's recommendations. Pipe joints shall be made in accordance with joint manufacturer's recommendations.

c. All pipe shall be laid on a minimum eight inch (8") thickness of aggregate, unless otherwise noted on the plans or approved by the Owner or Owner's Representative. All backfill and dimensions shall be per drawings.

d. Pipe placement and alignment shall be accomplished only in the presence of the Owner or Owner's Representative. Adequate and suitable equipment and appliances for safe and convenient handling and laying of pipes shall be used. The Contractor shall give two (2) days notice of the time scheduled for the pipe laying and inspection.

e. Prior to being lowered into the trench, each pipe and fitting shall be carefully inspected, and those not meeting specifications or are otherwise defective shall be rejected and removed from the project.

f. If, in the opinion of the Owner or Owner's representative, the materials furnished or the methods of installation are not in accordance with the Specifications or generally accepted practices for that type of work, such work may be stopped by the Owner or Owner's Representative.

g. Pipes shall be laid true to the grades shown on the plans. Each section of pipe shall rest upon the pipe bed for the full length of its barrel, with recesses excavated to accommodate bells and joints. Any pipe which has its grade or joints disturbed after laying shall be taken up and relaid. The pipe sections shall be inspected, and the interior and ends of all pipe will be cleaned before lowering into the trench. During construction, the Contractor shall use all precautions to keep the trench clean and clear of deposits and free from injury until finally inspected and accepted.

h. Pipe shall be laid so that when completed, the interior bore will conform accurately to grades and alignment indicated by the contract documents or directed by the Engineer or Owner's representative.

i. Before joints are made, each pipe shall be well bedded, and no pipe shall be brought into position until the preceding length has been thoroughly secured in place. Coupling or bell holes shall be dug sufficiently large to insure the making of a proper joint.

j. The excavation into which the pipe is being laid shall be kept free from water, and no joints shall be made under water. Water shall not be allowed to rise in excavation until joint is complete. Care shall be used to secure water tightness and to prevent damage to joints during backfilling. All pipe joints shall be watertight within allowances established by these Specifications.

k. No pipe shall be laid upon a foundation into which frost has penetrated, nor anytime when the Engineer or Owner's representative shall deem that there is a danger of formation of ice or penetration of frost at the bottom of excavation. Where the foundation is unstable or consists of rock, a stone or gravel foundation shall be placed and tamped to form an acceptable bed for the pipe.

l. Backfilling includes all refilling of excavations and the tamping and rolling required for satisfactory compaction. Backfilling shall be done as promptly as possible without damage to pipe or structure in place. Backfilling will be done following inspection and approval of the work by the Engineer or Owner's representative, and only with permission of the Engineer or Owner's representative.

m. No part of a pipe line that needs to be tested, located, or measured, shall be filled over or around until required tests and measurements have been made or witnessed by the Owner or Owner's representative, and their permission so given to backfill. Any backfilling without authorization shall be uncovered by the Contractor at his own expense.

n. All pipes shall be laid on an even and uniform bedding surface. The bedding material (Infiltration Stone where in infiltration beds, NYSDOT No. 2 stone all other areas - not included in this P.I.) shall be installed from a depth of eight inches (8") below the pipe barrel unless otherwise shown. Bell holes and depressions for joints of the pipes shall be dug after the bedding materials have been properly graded. The pipe shall then be laid to its true grade and alignment. The bedding materials shall then be shovel placed and hand tamped to fill all spaces under and adjacent to the pipe to hold the pipe in its true grade and alignment during the test. Shovel and/or hand placement and chinking of backfill materials shall be included in this Payment Item.

o. The lines, grades, and joints of the pipes will be inspected before any further backfilling above the pipe is commenced. After the inspection is completed, the backfilling shall be continued in layers not exceeding six inches (6") to a height of eight inches (8") above the top of the pipe as specified. All backfill dimensions shall be per details and drawings; backfilled material is not included in this Payment Item. The materials shall be placed with hand shovels and shall be solidly rammed down. Note: Perforated pipes will be installed directly within the infiltration trench stone as shown; no additional bedding is required.

p. For pipe backfill above the top of the bedding, earthen backfill material, free of construction debris, rubble, and other deleterious material larger than 2" on any side, to the requirements of these specifications may be used (not included in this Payment Item). Backfill in lifts and compact as specified in other Payment Items.

IV. RELATED WORK NOT INCLUDED

a. Payment Item 1.05A – Unclassified Excavation, Grading, and Backfill (or Disposal) – Infiltration Bed Areas

b. Payment Item 1.05B – Unclassified Excavation, Grading, and Backfill (or Disposal)

c. Payment Item 1.07D – NYSDOT No. 2 Stone

d. Payment Item 1.07F – Infiltration Stone – NYSDOT No. 3A Stone

e. Payment Item 1.38 - Non-Woven Geotextile

f. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.23A – 6" Solid or Perforated Dual Wall HDPE Pipe** will be made for all work based upon the **amount of linear feet** of pipe installed and as calculated by the dimensions of work.

b. Payment for **Payment Item 1.23B – 8" Solid or Perforated Dual Wall HDPE Pipe** will be made for all work based upon the **amount of linear feet** of pipe installed and as calculated by the dimensions of work.

c. Payment for **Payment Item 1.23C – 10" Solid or Perforated Dual Wall HDPE Pipe** will be made for all work based upon the **amount of linear feet** of pipe installed and as calculated by the dimensions of work.

d. Payment for **Payment Item 1.23D – 12" Solid or Perforated Dual Wall HDPE Pipe** will be made for all work based upon the **amount of linear feet** of pipe installed and as calculated by the dimensions of work.

e. Payment for **Payment Item 1.23E – 15" Solid or Perforated Dual Wall HDPE Pipe** will be made for all work based upon the **amount of linear feet** of pipe installed and as calculated by the dimensions of work.

f. Payment for **Payment Item 1.23F – 18" Solid or Perforated Dual Wall HDPE Pipe** will be made for all work based upon the **amount of linear feet** of pipe installed and as calculated by the dimensions of work.

g. Payment for **Payment Item 1.23G – 24" Solid or Perforated Dual Wall HDPE Pipe** will be made for all work based upon the **amount of linear feet** of pipe installed and as calculated by the dimensions of work.

h. Payment for **Payment Item 1.23H – 30" Solid or Perforated Dual Wall HDPE Pipe** will be made for all work based upon the **amount of linear feet** of pipe installed and as calculated by the dimensions of work.

VI. BASIS OF PAYMENT

a. The price bid per **linear foot** of **solid or perforated dual wall HDPE pipe installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.36A

PIPE CONNECTION TO EXISTING STRUCTURE/MANHOLE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and install pipe connections to existing structures/manholes (pipe diameters up to 24") in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Connector between pipe and structure shall be flexible and watertight.

b. Products:

1. Link-Seal, by GPT Industries
2. PSX Direct Drive Manhole Connector, by Press-Seal Gasket Corporation
3. Or approved equal.

III. CONSTRUCTION DETAILS

a. Pipe connections to existing structures/manholes shall be installed per Detail DR.17 – Pipe Connection to Existing Structure/Manhole in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

b. Pipe connections must be made in the face of the structure, connections will not be allowed in the corners.

c. Existing sanitary structures must be connected to using the Link-Seal product, all storm structures must be connected to using one of the boot style connectors.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.36A – Pipe Connection to Existing Structure/Manhole** will be made for all work based upon the **quantity** of pipe connections installed and as calculated by the dimensions of work.

VI. BASIS OF PAYMENT

a. The price bid per **pipe connection installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.36B

PIPE CONNECTION TO EXISTING SEWER MAIN

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and install pipe connections to existing sewer mains (pipe diameters up to 15") in the locations shown on the plans or as directed Owner or Owner's Representative. Pipe connections to existing sewer mains require the work to be completed by a NYS Licensed Plumber, and must be witnessed by the City of Syracuse Dept. of Public Works.

II. MATERIALS

a. Materials shall be per Detail DR.18 – Pipe Connection to Existing Sewer Main.

III. CONSTRUCTION DETAILS

a. Pipe connections to existing sewer mains shall be installed per Detail DR.18 – Pipe Connection to Existing Sewer Main in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.36B – Pipe (up to 15" diameter) Connection to Existing Sewer Mains** will be made for all work based upon the **quantity** of pipe connections installed and as calculated by the dimensions of work.

VI. BASIS OF PAYMENT

a. The price bid per **pipe (up to 15" diameter) connection installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.36C

REHABILITATION OF EXISTING CITY STANDARD MANHOLE OR CATCH BASIN

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to rehabilitate existing City of Syracuse standard receiver manholes or catch basins in the locations shown on the plans or as directed Owner or Owner's Representative.

II. CONSTRUCTION DETAILS

a. Rehabilitation shall be per City of Syracuse and NYSDOT standard specifications, latest edition. Where applicable, Contractor shall submit shop drawings show extent of rehabilitation for approval.

b. Prior to rehabilitation, the Contractor shall vacuum clean the existing structure and pipe lateral(s) and allow the Owner or Owner's Representative to perform and inspection of existing conditions.

c. Grout to seal the exposed portion of the catch basin or manhole with an approved non-shrink grout inside and outside the exposed area. Grouting shall provide a watertight seal.

d. Notify the Owner or Owner's Representative is the existing manhole or catch basin is in poor condition and in need of replacement. Replacement must be approved by the Owner or Owner's Representative.

III. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

IV. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.36C – Rehabilitation of Existing City Standard Manhole or Catch Basin** will be made for all work **per vertical linear foot** of rehabilitation and as calculated by the dimensions of work.

V. BASIS OF PAYMENT

a. The price bid per **vertical linear foot of rehabilitation** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.36D

DEMOLISH EXISTING CITY STANDARD CATCH BASIN OR MANHOLE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to demolish existing catch basins or manholes in the locations shown on the plans or as directed Owner or Owner's Representative.

II. CONSTRUCTION DETAILS

a. Catch Basin or Manhole shall be removed in its entirety, including frame and grate, unless directed otherwise by the Owner's Representative or Owner.

b. Required curbing removal and reset for the removal of the catch basin shall be either kept for reset or removed from site as directed by the Owner's Representative or Owner.

c. Excavation shall be backfilled as required or prepared for new catch basin installation per design, work is not included in this P.I.

III. RELATED WORK NOT INCLUDED

a. Payment Item 1.05B – Unclassified Excavation, Grading, and Backfill (or Disposal)

b. Payment Item 1.07A – Subbase NYSDOT Type 1 Stone

c. Payment Item 1.41 – Reset Granite Curb

d. Work included in other payment items.

IV. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.36D – Demolish Existing City Standard Catch Basin or Manhole** will be made for all work based upon the **quantity** of catch basins or manholes demolished.

V. BASIS OF PAYMENT

a. The price bid per **catch basin or manhole demolished** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.36E

PLUG EXISTING CATCH BASIN LATERAL

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to plug an existing catch basin lateral (pipe diameters up to 12") in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Product:

1. Cherne Inside-of-Pipe Gripper Plugs, by Cherne Industries Inc.,
2. Or Approved Equal.

III. CONSTRUCTION DETAILS

a. Catch basin plugs shall be installed per Detail DR.27 – Plug Existing Catch Basin Lateral and contractor shall notify Owner's Representative or Owner when laterals will be plugged for inspection.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.36E – Plug Existing Catch Basin Lateral** will be made for all work based upon the **quantity** of catch basin laterals plugged.

VI. BASIS OF PAYMENT

a. The price bid per **catch basin lateral plugged** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.36G

RESET MANHOLE FRAME AND COVER

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to reset manhole frames and covers in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Materials shall include all the materials necessary for resetting a manhole frame and cover. This shall include, but not be limited to, brick and mortar and non-shrink grout to adequately raise/lower/reset an existing manhole frame/cover per County Standard Detail DR.07.

b. Manhole frame and cover are not included in this P.I.

III. CONSTRUCTION DETAILS

a. The Contractor shall set the frame and cover to the elevation on the Task Order Drawings or as directed by the Owner's Representative or Owner.

b. The Contractor shall use mortar for brick installation and non-shrink grout for filling any gaps between catch basin frames and curbs as needed.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.36G – Reset Manhole Frame and Cover** will be made for all work based upon the **quantity** of catch basin frames and grates that are reset.

VI. BASIS OF PAYMENT

a. The price bid per **manhole frame and cover reset** and shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.36H

ABANDON EXISTING MANHOLE OR CATCH BASIN

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to abandon an existing manhole or catch basin in place in the locations shown on the plans or as directed Owner or Owner's Representative.

II. CONSTRUCTION DETAILS

a. Contractor shall plug all laterals leaving the structure per Payment Item 1.36F (paid for under that item).

b. Contractor shall remove frame and grate/cover.

c. Contractor shall backfill manhole/catch basin with compacted NYSDOT Type 1 run-of-crush (P.I. 1.07A) up to flush with the structure walls.

d. Restore surface per Task Order Drawings or as directed by Owner's Representative or Owner.

III. RELATED WORK NOT INCLUDED

a. Payment Item 1.07A – Subbase NYSDOT Type 1 Stone

b. Work included in other payment items.

IV. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.36H – Abandon Existing Manhole or Catch Basin** will be made for all work based upon the **quantity** of existing manholes or catch basins to be abandoned.

V. BASIS OF PAYMENT

a. The price bid per **existing manhole or catch basin that is abandoned** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.36I

FURNISH AND INSTALL CLSM FLOWABLE FILL

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and install controlled low-strength material (CLSM) flowable fill in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. CLSM flowable fill material shall be manufactured and delivered in a freshly mixed and unhardened state.

b. CLSM flowable fill material shall be a self-leveling and self-compacting, cementitious material with an unconfined compressive strength of 1,200 psi or less.

III. CONSTRUCTION DETAILS

a. Pipes

1. Contractor shall install fill and vent pipes in the upstream and downstream ends of the pipe to be filled. These pipes are to be 6" PVC pipes tied directly into the existing pipe and shall be anchored to the structure wall to maintain its position.

2. CLSM flowable fill material shall be poured into the upstream fill pipe, screening for any larger objects that may have been included in the mix, until level with the top of the fill pipe. The vent pipe should be checked for material level (should even out with elevation of fill pipe) and filled.

3. Contractor shall notify Owner's Representative or Owner when CLSM installation is to occur for inspection.

b. Manholes

1. CLSM flowable fill material shall be poured into the manhole, screening for any larger objects that may have been included in the mix, until level with the top of the concrete structure.

2. Contractor shall notify Owner's Representative or Owner when CLSM installation is to occur for inspection.

c. Subsurface Voids

1. Contractor shall install fill and vent pipes in the subsurface void that is to be filled. These pipes are to be 6" PVC pipes tied directly into the existing void and shall be anchored to a solid temporary/permanent structure prior to filling to maintain its position.

2. CLSM flowable fill material shall be poured into the upstream fill pipe, screening for any larger objects that may have been included in the mix, until level with the top of the fill pipe. The vent pipe should be checked for material level (should even out with elevation of fill pipe) and filled.

3. Contractor shall notify Owner's Representative or Owner when CLSM installation is to occur for inspection.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.36I – Furnish and install CLSM Flowable Fill** will be made for all work based upon the **cubic yardage** of CLSM flowable fill installed and as calculated by the dimensions of work.

VI. BASIS OF PAYMENT

a. The price bid per **cubic yard** of **CLSM flowable fill installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.41

RESET GRANITE CURB

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to remove, store (if necessary) and reset granite curbing in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Granite Curb Backing shall be a six (6") inch layer of fairly dry concrete, mixes in the proportions of one and one-half (1.5) parts Portland Cement, to three (3) parts Concrete Sand, and six (6) parts Coarse Aggregates. The coarse aggregate shall be uniformly graded from particles passing a one and one-half (1-1/2") inch screen to those retained on a one-quarter (1/4") inch screen.

III. CONSTRUCTION DETAILS

a. If necessary, the Contractor shall excavate the old curb foundation or other material necessary to permit the placing of new underdrain and curb foundation. The Contractor shall then furnish and install the new underdrain and foundation and reset the old curb to line and grade, conforming with the specifications set forth.

b. If, in the opinion of the Contractor, the old curb is in condition not suitable for re-use, the Contractor shall contact the Owner or Owner's Representative. No old curbing shall be discarded without approval from the Owner or Owner's Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.41 – Reset Granite Curb** will be made for all work based upon the **amount of linear feet** of granite curb reset and as calculated by the dimensions of work.

VI. BASIS OF PAYMENT

a. The price bid per **linear foot of granite curbing reset** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.47A – PCC CONCRETE SIDEWALKS

PAYMENT ITEM 1.47B – PCC CONCRETE DRIVEWAYS

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and install Portland Cement Concrete sidewalks with expansion joint sealant and surface curing compound in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. The requirements of the following sections of the current NYSDOT Standard Specifications, latest edition, Construction and Materials, shall apply unless otherwise indicated in the contract documents:

Portland Cement	701-01
Coarse Aggregates	703-02
Concrete Sand	703-07
Admixtures	711-08
Water	712-01

b. Non-woven geotextile, as specified in Payment Item 1.32 but shall be included in the price for Payment Items 40A and 40B.

c. Concrete for the lower course of two-course sidewalks and driveways shall comply with the requirements for Class A concrete, as defined in the aforementioned NYSDOT Standard Specifications, latest edition, Table 501-3, "Concrete Mixtures". This concrete shall attain a minimum compressive strength of 3500 psi when tested at twenty-eight (28) days in accordance with ASTM C39-80. The air content of the freshly mixed concrete shall be six (6%), plus or minus one (1%) percent and the slump shall be three and one half (3 -1/2") inches plus or minus one half (1/2) inch.

d. The mortar topping for the upper course of two-course sidewalks and driveways shall consist of Portland Cement, concrete sand, water, and, if necessary, air-entraining agent. The mixture shall be proportioned to contain one (1) part of Portland Cement to two (2) parts of Concrete Sand. Sufficient water shall be added to obtain proper workability and to yield a twenty-eight (28) day compressive strength of 4000 psi when tested in accordance with ASTM C39-80. The air content of the freshly mixed mortar topping shall be six (6%) percent, plus or minus one (1%) percent and the slump shall be four (4") inches.

e. A one component, non-priming, urethane, self-leveling, (pour grade) sealant for use in contraction and expansion joints in sidewalks, pavements, decks or other concrete structures shall be used. Approved products include Sonneborn Sonolastic SL 1 or approved equal.

f. The sealant material shall fully comply with:

1. Federal Specification TT-S-00230C, Type 1 Class A
2. ASTM C-920, Type S, Grade P, Class 25, Use T, M.

g. The material used shall meet the following properties:

Property	Test Method	Value
Tensile Strength	ASTM D412	300
Elongation	ASTM D412	800%
Hardness-Shore A	ASTMC661	25
Shrinkage	N/A	Nil
Weatherability (1000 Hours)	ASTM G26	Excellent
Low Temperature	ASTM D793	-15°F
Viscosity	Brookfield	325 poise
Color	N/A	Gray

III. CONSTRUCTION DETAILS

a. PCC Concrete sidewalks and driveways shall be constructed per detail PS.11 – Concrete Sidewalk or Driveway – Restoration.

b. ADA Compliance

1. Attention of Contractor is called to the following: The work in this contract shall comply with the requirements of the AMERICANS with DISABILITIES ACT of 1990 (ADA). The standard details included comply with the ADA. Sections of the ADA Accessibility Guidelines for Buildings and Facilities: Final Guidelines (ADA-AG), and ADA-AG Appendix should be consulted for further guidance.

c. Excavation

1. Existing deteriorated concrete shall be removed and disposed off the line of work to the satisfaction of the Owner or Owner's Representative.

d. Subgrade

1. The subgrade shall be that portion of the ground surface directly beneath the sidewalk slab. Up to 3" of subgrade excavation shall be included in this payment item.

2. The subgrade shall be dressed to a plain surface containing no large stones, roots, sod or rubbish, and shall slope downward toward the roadway one-quarter (1/4") inch per foot laterally, and to such longitudinal grade as may be shown on the plans.

3. After the grading is completed, the surface shall be compacted and, if necessary, all soft or spongy areas shall be removed and replaced with suitable fill material. Fill material shall conform to the requirements of Granular Subbase, as specified in the NYSDOT Standard Specifications, latest edition, Section 203, Type 4 subbase or equal approved.

e. Formwork

1. Forms shall be of lumber with nominal thickness of two (2") inches, or of steel of equal rigidity and strength. No forms shall be less than five (5") inches in depth for sidewalks or seven (7") inches for driveways and corners. Flexible strips may be used on curves. The forms shall be

staked or otherwise held to the established grade of walk. All forms shall be properly cleaned and wood forms shall be thoroughly wetted, and metal forms oiled, before depositing any material against them.

2. The total thickness of walks shall be five (5") inches and shall consist of a wearing surface course one (1") inch thick placed upon a base course four (4") inches thick. Driveways shall have a total depth of seven (7") inches and shall consist of a wearing course one (1") inch thick placed upon a base course six (6") inches thick.

3. Contraction (tooled) joints shall be placed between expansion joints at equal intervals not exceeding six (6') feet. These joints shall be formed either by the use of division plates (steel), one-eighth (1/8") inch thick, or by approved methods of cutting a groove in the surface of the finished concrete.

4. Where the sidewalk line intersects a building, walk, permanent structure or other location as designated by the Engineer, a one-half (1/2") inch, non-extruding pre-molded expansion joint shall be provided, and placed at intervals not exceeding twenty (20') feet in sidewalks.

5. Expansion joints shall be pre-molded strips of asphaltic felt of the required thickness, as wide as the thickness of the walk, and laid in one piece as long as the full length of the slab.

6. Expansion joints shall extend from the surface to the subgrade, be at right angles to the sidewalk surface and be constructed prior to placing the concrete.

7. Expansion joints shall be filled with a one-part, non-priming, self-leveling polyurethane sealant.

8. The joint sealant should be installed in accordance with Manufacturer's recommendations.

9. Fresh concrete must be fully cured before installing the sealant material.

10. Fill joints from the bottom; avoid bridging of the joint which may form air voids. Ideally, the temperature at the time of application should be the median between surface temperature extremes. Thus, the joint width would be at the mid-point of maximum and minimum opening, providing for maximum efficiency of sealant with subsequent joint movement.

11. Protect joint from dirt and traffic until cured.

f. Placing

1. Concrete shall not be placed upon a dry or dusty subgrade. The subgrade shall be sprinkled or lightly wetted before placing the concrete. No concrete shall be placed on a frozen subgrade or when the temperature is or predicted to be within twenty-four (24) hours, less than forty (40°) degrees Fahrenheit, except with written permission of the Engineer.

2. Sidewalks and driveways within the City of Syracuse shall be constructed in two courses. The concrete for the base course shall be deposited on the subgrade and thoroughly consolidated with immersion type vibrators. The vibrator shall not come in contact with the forms or the subgrade, nor shall the vibrator be operated longer than four (4) seconds in any one location.

3. No more than fifty (50') lineal feet of base course shall be placed before starting to place the top course, and the top course of mortar shall be placed within forty-five (45) minutes after the base course is placed and before initial set has occurred.

4. After the wearing course has been brought to the established grade, it shall be struck off and worked with a float in a manner that will thoroughly consolidate it so that the surface has a true contour. The upper edges of the concrete shall be rounded to a radius of one-quarter (1/4") inch.

5. When wet spots occur, finishing operations should be delayed until the water either disappears or is removed with a squeegee. If a squeegee is used, cement should not be removed with the water. Under no conditions shall dry cement or sand be used to absorb this moisture or to hasten the hardening.

g. Curing

1. Concrete shall be allowed to cure for at least three (3) days before forms are removed. Forms shall be carefully removed from the sidewalk so no edge will be broken, and the area adjacent to the sidewalk shall be immediately refilled to the grade of the new sidewalk.

2. All walks shall be protected by suitable coverings and shielded from traffic and the elements for at least three (3) days and shall not be open to traffic until the Engineer so directs.

3. All concrete walks, curbs, and driveways shall be sprayed with a white pigmented membrane curing compound immediately after finishing. Vapor-proof membranes used for curing will not require wetting. A list of approved membrane curing compounds is included in these contract documents.

4. The Contractor shall provide protection for all concrete placed in cold weather by covering with straw, tarpaulins, insulated blankets, or other approved material, and/or heated by salamanders, if needed to keep concrete temperatures above forty (40°) degrees Fahrenheit to obtain specified concrete strengths.

h. Testing

1. The Owner will employ a qualified third party testing laboratory to perform quality control testing of concrete and mortar used in the construction of sidewalks and driveways.

2. For each concrete placement of fifty (50) cubic yards or less, one series of compressive strength samples shall be fabricated. A series shall consist of three (3) test cylinders of base concrete and two (2) sets of test cubes of mortar topping. (Note that each set contains three (3) cubes.) One (1) concrete cylinder and one (1) set of mortar cubes shall be tested at seven (7) days, and two (2) cylinders and one (1) set of mortar cubes shall be tested at twenty-eight (28) days. Concrete cylinders shall be fabricated in accordance with ASTM C31-69 (1975), and tested in accordance with ASTM C39-80. Mortar cubes shall be fabricated and tested in accordance with ASTM C109-80. Copies of these tests results will be made available to the Engineer and Contractor.

3. Slump tests and air entrainment tests shall be taken on the concrete and mortar as directed by the Engineer in accordance with ACI and ASTM standards.

4. At the discretion of the Owner or Owner's Representative, core samples may be taken for testing of thickness and compressive strength. The cost of coring and testing of cores shall be borne by the Owner, and copies of test results shall be made available to the Contractor.

5. If the average thickness of the concrete sidewalk as determined by the measurements of all cores taken on the work is deficient by more than one-quarter (1/4") inch, a deduction will be made from the contract price in the form of a change order. The amount of deduction shall be determined by the Owner or Owner's Representative.

6. Any part of the concrete sidewalk or driveway which is deficient in depth by more than one-half (1/2") inch will not be accepted, and at the option of the Owner said sidewalk (or driveway) may be taken up and replaced according to the specification, at the Contractor's expense.

7. Sections of sidewalk for which core or cylinder or cube tests show the strength to be less than ninety (90%) percent of the compressive strength required will not be accepted and shall be replaced at the Contractor's expense.

i. Contractor's Nameplate

1. The Contractor, as required by City of Syracuse Ordinance, shall imprint the concrete work at the beginning, end, corners and every 250 feet, with the Contractor's (and sub-contractor's) name, year of construction, and the contract number under which the work is performed.

2. The Contractor's imprint numbers shall not be less than two (2) inches nor more than three (3) inches tall. Letters shall be not less than one (1) inch nor more than two (2) inches tall.

3. The Contractor shall be restricted from imprinting the Contractor's name promiscuously, and shall be guided as to the location of same by the Owner or Owner's Representative.

j. Protection of Survey Monuments and Utilities

1. The Contractor shall comply with the requirements of the City of Syracuse's standard SUPPLEMENTAL CLAUSES OF GENERAL APPLICATION to protect City survey monuments and various utilities in or adjacent to the line of work.

k. Period of Maintenance

1. The Contractor shall remedy, without cost to the Owner, any defects which may occur during a period of two (2) years from the date of completion and acceptance of work performed under this contract, provided such defects are caused by defective or inferior material and/or workmanship.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.47A – PCC Concrete Sidewalks** and **Payment Item 1.47B – PCC Concrete Driveways** will be made for all work based upon the **amount of square feet** of PCC concrete sidewalks and driveways installed and as calculated by the dimensions of work.

VI. BASIS OF PAYMENT

a. The price bid per **square foot of PCC concrete sidewalks and driveways installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.48A

CONCRETE ROAD FOUNDATION

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to furnish and install fiber reinforced Portland cement concrete road foundation on a prepared subbase for localized repairs in conformity with the required lines, grades, thicknesses and tolerances described herein and in the locations shown on the plans or as directed Owner or Owner's Representative.

2. This item shall include all labor, materials, and equipment necessary to place NYSDOT Class A concrete anywhere on the site in open excavations, trenches, or other locations as shown on the plans or as directed by the Owner or Owner's Representative.

II. MATERIALS

a. Fiber-reinforcement:

1. Fibers for fiber-reinforcement shall be 100 percent virgin, homopolymer polypropylene fibers specifically manufactured for use as concrete reinforcement. The fibers shall be manufactured in accordance with ASTM C 1116 and ASTMC 1018. The fibers shall be ¼ inch or ¾ inch in length with a specific gravity of 0.9. The fibers shall be manufactured by one of the following:
   a. W. R. Grace and Company;
   b. Fibermesh Company;
   c. Forta Corporation;
   d. ProMesh Fiber Systems;
   e. Or Approved Equal.

2. The amount of fibers shall be 1 to 1.5 pounds of fibrous reinforcement per cubic yard of concrete as recommended by the fiber manufacturer.

3. Add required amount of fibrous concrete reinforcement to the concrete and mix in accordance with fiber manufacturer's batching and mixing instructions.

4. Fibers shall be uniformly dispersed in the concrete and concrete shall be free of fiber balls or lumps when discharged at the site.

b. Proportion:

1. Concrete shall consist of a mixture of Portland Cement, fine aggregate, coarse aggregate and fiber-reinforcement. The type of cement to be used may be designated by the Engineer. The cement used for this concrete shall have an air content from five (5) to eight (8) percent. All materials shall conform to the requirements given under Section 501 of the NYSDOT Standard Specifications, latest edition, and this Payment Item.

2. The design of the concrete mix to be used, which is the Contractor's responsibility, shall be such as to yield concrete with a minimum compressive strength of thirty-five hundred (3500) pounds per square inch at the end of twenty-eight days. The Contractor shall submit a

standard mix design to the Engineer for approval. If high-early strength concrete is used, the Contractor shall also submit a separate mix design including admixture brand and dosages, and anticipated strength gain details.

3. Proportioning of the materials shall be done at a central batching plant. The aggregates shall be measured separately by weight or volume based upon weight or volume of the materials in a dry loose condition. Cement, however, shall be proportioned only by weight, and shall be weighed on scales separate from those used for other materials. If permitted by the Engineer, full ninety-four (94) pound bags of cement may be used. However, no fractions of bags shall be used unless weighed. Fiber-reinforcement shall be measured in accordance with the fiber manufacturer's batching and mixing instructions.

c. Water:

1. The amount of water used in the concrete shall be regulated to produce a concrete showing a slump of three (3) to three and one-half (3 1/2) inches.

d. Hauling:

1. The materials shall be hauled to the job in approved batch trucks or transit mixers. Precautionary measures must be taken to prevent loss of material in transit.

e. Mixing:

1. Mixing shall be done in an approved batch mixer having a capacity of not less than one (1) cubic yard, which shall be equipped with a boom and bucket discharging device or in an approved transit mixer. Mixing in a batch mixer shall be continuous for at least one and one-half (1 1/2) minutes after all the materials and water are in the drum, at a speed of not less than fourteen (14) nor more than twenty (20) revolutions per minute. If transit mixers are used, they shall not be loaded beyond their rated capacity, and no water shall be added to the materials until their arrival on the site of work. Mixing time for transit mixers shall be from six (6) to ten (10) minutes from the time water is added.

III. CONSTRUCTION DETAILS

a. Placing:

1. Manhole frames, water gate boxes, catch basin frames and other structures within the pavement area shall have been set to the prescribed grades before the concrete foundation for pavement is placed.
2. The concrete shall be deposited on the subbase in successive batches, directly from the mixer, by means of boom and bucket or other approved discharging device. Concrete shall be distributed to the required depth for the entire width of the pavement by shoveling or other approved method which will preserve the integrity of the mixture. As soon as the concrete is poured it shall be thoroughly spaded along the curb and around all structures and joints.

b. Finishing:

1. Before the concrete attains its initial set the surface shall be screeded and shaped to meet the prescribed grades by competent concrete finishers. Care shall be taken to keep concrete uniform, and to prevent "formation of pockets of stone or mortar. The finished surface of the concrete foundation shall be uniform and free from depressions and irregularities. Any

concrete that has not been shaped and finished prior to the initial set shall be removed for the full depth and replaced with satisfactory concrete at the Contractor's expense.

c. Reinforcement:

1. Where reinforcement is designated, it shall be placed as specified in the provided details and included in this Payment Item.

2. When concrete is poured in two layers, to permit placing of reinforcement not more than ten (10) minutes shall elapse between the pouring of the top and bottom layers.

d. Joints:

1. Whenever work is stopped for a period of one-half (1/2) hour or more, transverse joints shall be formed. These joints shall be perpendicular to the subbase and normal to the center line of the pavement. Forms used for these joints shall be such as to permit the placing of' three-quarter (3/4) inch reinforcing rod dowel pins, two (2) feet in length, at intervals of eighteen (18) inches and four (4) inches above subbase. Dowels shall be so placed as to be embedded equidistant in the old and new concrete when concreting is resumed.

e. Protection of Concrete:

1. The concrete shall be protected carefully against injury, by proper barricades and watchmen. Traffic shall be excluded from the concrete base for the entire period during which the street remains closed.
2. When ordered by the Engineer, the Contractor shall construct temporary "crossovers" and approaches in a manner that will prevent injury to newly laid concrete. The cost of building such "crossovers" and approaches shall be included in the price bid per square foot of pavement.

f. Curing:

1. When the air temperature is expected to be greater than 40 degrees for the entire duration of the curing period, curing shall be at least seven (7) days after initial set, and be completed by one of the following methods:
   a. Water Curing- Under this method the surface of concrete shall be kept wet continuously by sprinkling.
   b. Burlap Over Curing- Under this method the concrete shall be covered with a double layer of burlap kept saturated with water. The burlap shall weigh, when dry at least seven (7) ounces per square yard. It shall be placed as soon as the concrete has set sufficiently to prevent marring the surface. These burlap blankets shall be lapped at least one (1) foot and shall be weighed securely to form closed joints. Care should be taken to prevent injury to the concrete and methods of securing burlap shall meet with the approval of the Owner or Owner’s Representative. Earth shall not be used to hold burlap in place and burlap which has become contaminated by earth or other deleterious substance shall be cleaned before use.
   c. Bituminous Curing- As soon as possible, after free surface water has disappeared and before concrete shows any signs of excessive drying evidenced by a lighter surface color or by the appearance of surface cracks or checks, the bituminous material shall be applied as a fine mist or spray by means of an approved pressure sprayer, in such a manneras to

provide a continuous, uniform, water-permeable film 'without marring the· surface. The rate of application shall not be less than 0.12 gallons nor more than 0.20 gallon per square yard. The bituminous curing material shall conform to the specifications set forth under NYSDOT Standard Specifications, latest edition, Section 407.

g. Cold Weather Curing:

1. No concrete shall be laid when the air temperature falls below forty (40) degrees Fahrenheit except by written permission of the Owner or Owner's Representative.

2. When the air temperature is expected to be less than 40 degrees for any length of time during the curing period, curing shall be at least seven (7) days after initial set, and be completed as follows:
   a. Supply and apply form insulating materials capable of maintaining a concrete surface temperature of 55°F for the curing period. Secure the insulation tight to the concrete surface to prevent air intrusion beneath the insulation. Extend the insulation 12 inches beyond the newly placed concrete. Insulate the pavement vertical edge and/or forms as well. For a repair area less than 225 square feet, place one recording surface thermometer between the pavement surface and insulating material 12 inches from one of the placement edge. For linear repairs greater than fifteen (15) feet in length, use equally spaced thermometers every 15-feet.
   b. Do not subject the concrete to a temperature drop in excess of 50°F during the first 24 hours after removing the insulation.

h. Curing for High-Early Concrete:

1. If the use of high-early concrete, and the mix is approved by the Owner or Owner's Representative, the cure time shall be determined by the results of the unconfined compressive strength testing. The completion of the cure time shall be established when the unconfined compressive strength is equal to 2625 psi, or 75% of the specified mix design. If no such testing is completed to provide the Engineer of the necessary time interval for curing, a minimum of three (3) days shall be used.

i. Slump Tests:

1. The Contractor shall provide, for the convenience of the Engineer or his authorized assistants, a slump mold conforming to the requirements of the American Society for Testing Materials. He shall also provide such other equipment and assistance as may be necessary for the Engineer to periodically make slump tests during the laying of concrete base. The slump test shall be made in accordance with the requirements of the American Society for Testing Materials.

j. Strength- Air Content and Thickness Tests:

1. At no additional cost to the Owner, the Contractor shall hire an approved independent testing laboratory to take samples and cores for determining the compressive strength and air content of the concrete and the thickness of the completed pavement. The testing laboratory shall send directly to the Owner or Owner's Representative, as soon as possible after testing, reports in triplicate copy of all tests made.
2. Tests for compressive strength shall be in accordance with ASTM C-31 and C-39. The concrete samples shall be cured under conditions that approximate those under which the concrete base is cured. At locations determined by the Engineer, at least two (2) tests will be

required for each two hundred (200) lineal feet of concrete base poured. Sections of base for which tests show the strength to be less than ninety (90) percent of the required strength will not be accepted and no payment will be made for these sections. At the option of the Owner or Owner's Representative, he may order the replacement of such deficient pavement and the Contractor shall bear the entire cost of its replacement. If additional tests are required to determine the area of pavement base not meeting the above specifications for compressive strength, the tests· shall be made in accordance with ASTM C-42 and at the Contractor's expense. The Contractor shall also obtain twice daily tests of the cement to determine the air content. When the air content is above or below the five (5) to six (6) percent specified, adjustments shall be made.

3. Thickness of the completed pavement will be determined by taking cores. At least two (2) cores may be cut from every three hundred (300) lineal feet of finished pavement.

k. Concrete Base:

1. The average thickness of the concrete base, as determined by the measurements of all "the cores taken on the job, shall not be deficient by more than one-quarter (1/4) of an inch from the specified depth. Where cores are more than one-half (1/2) inch shorter than the required depth of the concrete base, additional cores shall be taken ten (10) feet on either side of the short core. If these cores are of required depth, the short cores will be discarded; if, however they are also more than one-half (1/2) inch short, that part of the concrete base which is deficient in depth by more than one-half (1/2) inch will not be accepted by the Owner and no payment will be made for this base. At the option of the Owner or Owner's Representative, he may order the removal of such deficient pavement and the replacement with pavement conforming to the specifications. The Contractor shall bear the entire cost of replacing such pavement.
2. Where none of the cores are more than one-half (1/2) inch deficient in depth but the average thickness of the concrete base, as determined by the measurements of all cores taken on the job, is deficient by more than one-quarter (1/4) inch, a deduction ,will be made from the contract price for pavement. The amount of the deduction per square yard shall be determined by subtracting from the amount indicated on the bid sheet as being the portion of the bid price for pavement covering the concrete base, the percentage of this amount obtained by multiplying it by the ratio of the square of the actual average depth to the square of the required depth in inches.

l. Maintenance and Repair:

1. The two (2) year guarantee for defective or inferior material and/or workmanship shall include the pavement base as well as the wearing surface placed thereon if both were constructed by the Contractor. The guarantee shall include also all structures built and paid for as part of the Contract such as manholes, sewers, and basins, as well as Portland Cement concrete sidewalks and driveways, curbs, gutters, and headers.
2. Where necessary, temporary repairs shall be made during the winter when it is impractical to make permanent repairs. Permanent repairs in such cases shall be made as soon as weather conditions permit.
3. The guarantee covers all the work over trenches which existed previous to the letting of the Contract for the pavement, as well as those which were made by the Contractor in the course of carrying out the provisions of this Contract. If the pavement settles over such trenches, the Contractor shall lay and restore the, pavement over these in a thorough and workmanlike manner to conform in grade and cross-section with the adjoining pavement

4. The right is reserved by the Engineer to allow one or more openings to be made in any portion of the guaranteed pavement and the paving done by other persons than this Contractor during the term of this guarantee. In this case, however, the Contractor will not be held responsible for any settlement or other defects in the portion of the pavement re-laid, which in the opinion of the Engineer are due to said opening and repaving. Nothing herein contained shall be construed as affecting the guarantee of the Contractor in any manner upon the remainder of the pavement, and only as aforesaid on the portion re-laid.
5. Where cracks or subsidence of the wearing surface indicate defects in the pavement foundation, the pavement structure shall be excavated to its full depth and replaced with new material corresponding to the specifications under which the origina pavement was laid.
6. Asphaltic Concrete or Bituminous Macadam Pavement-
    a. Whenever the repairs necessary to be made at the expiration of the guarantee period in accordance with these specifications shall amount to more than fifty (50) percent of the area of any one block, the entire pavement on the block shall be taken up an re-laid with new pavement, according to the specifications for the original pavement.
    b. At the close of the guarantee period, all defects as above described shall have been corrected, and the pavement left in good serviceable condition substantially conforming in form to the grade and cross-section originally established.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

b. This payment item shall not include any concrete forms, reinforcement, waterstop, special construction, or materials other than NYSDOT Class A concrete of any kind.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.48A – Concrete Road Foundation** will be made for all work based upon the amount of **cubic yards** of **concrete road foundation installed** and as calculated by the dimensions of work.

VI. BASIS OF PAYMENT

a. The price bid per **cubic yard** of **concrete road foundation installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner’s Representative.

PAYMENT ITEM 1.51A

ASPHALT TOP COURSE – NYSDOT TYPE 9.5

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. All work required to furnish and install NYSDOT Type 9.5 asphalt top course in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. NYSDOT Type 9.5 asphalt top course shall be per the current NYSDOT Standard Specifications, latest edition, Section 402, Hot Mix Asphalt Pavements.

III. CONSTRUCTION DETAILS

a. General: Place asphalt concrete mixture on approved, prepared base in conformance with Section 400 of the NYS DOT Standard Specifications, latest edition.

b. Tack Coat (Under Payment Item 1.51E): Apply uniformly to clean, dry surfaces avoiding overlapping of applications.

c. Prior to Paving:

1. Sweep primed surface free of dirt, dust, or other foreign matter.
2. Patch holes in primed surface with asphalt concrete pavement mix.
3. Blot excess prime material with sand.

d. Place asphalt concrete pavement mix in one single lift.

e. Compacted Lift Thickness:

1. Minimum: Twice maximum aggregate size, but in no case less than 25 millimeters (1 inch).
2. Maximum: 100 millimeters (4 inches).
3. Total Compacted Thickness: As shown.
4. Apply such that meet lines are straight and edges are vertical.
5. Collect and dispose of segregated aggregate from raking process. Do not scatter material over finished surface.

f. Joints:

1. Offset edge of each layer a minimum of 150 millimeters (6 inches) so joints are not directly over those in underlying layer.
2. Offset longitudinal joints in roadway pavements so longitudinal joints in wearing layer coincide with pavement centerlines and lane divider lines.
3. Form transverse joints by cutting back on previous day's run to expose full vertical depth of layer.
4. Seal joints with existing pavement where specified with NYSDOT approved sealant.

g. Succeeding Lifts: Apply tack coat to pavement surface between each lift.

h. Compaction:

1. Uniformly compact each course to target density arrived at in compaction control strip.
2. Joint Compaction:
   a. Place top or wearing layer as continuously as possible.
   b. Pass roller over unprotected end of freshly laid mixture only when placing of mix is discontinued long enough to permit mixture to become chilled.
   c. Cut back previously compacted mixture when Work is resumed to produce slightly beveled edge for full thickness of layer.
   d. Cut away waste material and lay new mix against fresh cut.

i. Tolerances:

1. General: Conduct measurements for conformity with crown and grade immediately after initial compression. Correct variations immediately by removal or addition of materials and by continuous rolling.
2. Completed Surface or Wearing Layer Smoothness:
   a. Uniform texture, smooth, and uniform to crown and grade.
   b. Maximum Deviation: 3 millimeters (1/8 inch) from lower edge of a 3.6-meter (12-foot) straightedge, measured continuously parallel and at right angle to centerline.
   c. If surface of completed pavement deviates by more than twice specified tolerances, remove and replace wearing surface.
3. Transverse Slope Maximum Deviation: 6 millimeters (1/4 inch) in 3.6 meters (12 feet) from rate of slope shown.

j. Field Quality Control:

1. The Owner or Owner's Representative has the right to take core samples and test them as is deemed necessary. Testing costs will be borne by the Owner and results will be made available to the Contractor. Determination of acceptance will be made by the Engineer. Full acceptance will be made if the average density of the cores taken at a location is between 92% and 97% of the mixture's average daily maximum theoretical density. If the average density fails to meet this limit, the quantity placed and the payment according to the Engineer's quantity calculation will be adjusted according to the table below:

Quantity Adjustment Factors:

Average Core Density	Quantity Adjustment Factors
90.0% < Density < 92.0%	90%
88.0% < Density < 90.0%	85%
Density <88%	Remove/Reinstall Pavement Section

k. Maintenance and Repair

1. The two (2) year guarantee for defective or inferior material and/or workmanship shall include the pavement base as well as the wearing surface placed thereon if both were constructed by the Contractors. The guarantee shall include also all structures built and paid for as part of the contract such as manholes, sewers, and basins, as well as Portland Cement concrete sidewalks and driveways, curbs, gutters, and headers.

2. Where necessary, temporary repairs shall be made during the winter when it is impractical to make permanent repairs. Permanent repairs in such cases shall be made as soon as weather conditions permit.

3. The guarantee covers all the work over trenches which existed previous to the letting of the contract for the pavement, as well as those which were made by the Contractor in the course of carrying out the provisions of this contract. If the pavement settles over such trenches, the Contractor shall lay and restore the pavement over these in a thorough and workmanlike manner to conform in grade and cross-section with the adjoining pavement.

4. The right is reserved by the Engineer to allow one or more openings to be made in any portion and the paving done by other persons than this Contractor during the term of this guarantee. In this case, however, the Contractor will not be held responsible for any settlement or other defects in the portion of the pavement re-laid, which in the opinion of the Engineer are due to said opening and repaving. Nothing herein contained shall be construed as affecting the guarantee of the Contractor in any manner upon the remainder of the pavement, and only as aforesaid on the portion re-laid.

5. Where cracks or subsidence of the wearing surface indicate defects in the pavement foundation, the pavement structure shall be excavated to its full depth and replaced with new material corresponding to the specifications under which the original pavement was laid.

6. Whenever the repairs necessary to be made at the expiration of the guarantee period in accordance with these specifications shall amount to more than fifty (50) percent of the area of any one block, the entire pavement on the block shall be taken up and re-laid with new pavement, according to the specifications for the original pavement.

7. At the close of the guarantee period, all defects as above described shall have been corrected, and the pavement left in a good serviceable condition substantially conforming in form to the grade and cross-section originally established.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.51A – Asphalt Top Course –NYSDOT Type 9.5** will be made for all work based upon the **number of tons of Type 9.5 top course installed**, and as measured by the dimensions of the work.

VI. BASIS OF PAYMENT

a. The price bid per **ton of Type 9.5 top course installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.51C

ASPHALT BINDER COURSE – NYSDOT TYPE 19

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. All work required to furnish and install NYSDOT Type 19 asphalt binder course in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. NYSDOT Type 19 asphalt binder course shall be per the current NYSDOT Standard Specifications, latest edition, Section 402, Hot Mix Asphalt Pavements.

III. CONSTRUCTION DETAILS

a. General: Place asphalt concrete mixture on approved, prepared base in conformance with Section 400 of the NYSDOT Standard Specifications, latest edition.

b. Tack Coat (Under Payment Item 1.51E): Apply uniformly to clean, dry surfaces avoiding overlapping of applications.

c. Prior to Paving:

1. Sweep primed surface free of dirt, dust, or other foreign matter.
2. Patch holes in primed surface with asphalt concrete pavement mix.
3. Blot excess prime material with sand.

d. Place asphalt concrete pavement mix in one single lift.

e. Compacted Lift Thickness:

1. Minimum: Twice maximum aggregate size, but in no case less than 25 millimeters (1 inch).
2. Maximum: 100 millimeters (4 inches).
3. Total Compacted Thickness: As shown.
4. Apply such that meet lines are straight and edges are vertical.
5. Collect and dispose of segregated aggregate from raking process. Do not scatter material over finished surface.

f. Joints:

1. Offset edge of each layer a minimum of 150 millimeters (6 inches) so joints are not directly over those in underlying layer.
2. Offset longitudinal joints in roadway pavements so longitudinal joints in wearing layer coincide with pavement centerlines and lane divider lines.
3. Form transverse joints by cutting back on previous day's run to expose full vertical depth of layer.

g. Succeeding Lifts: Apply tack coat to pavement surface between each lift.

h. Compaction:

1. Uniformly compact each course to target density arrived at in compaction control strip.
2. Joint Compaction:
   a. Place top or wearing layer as continuously as possible.
   b. Pass roller over unprotected end of freshly laid mixture only when placing of mix is discontinued long enough to permit mixture to become chilled.
   c. Cut back previously compacted mixture when Work is resumed to produce slightly beveled edge for full thickness of layer.
   d. Cut away waste material and lay new mix against fresh cut.

i. Tolerances:

1. General: Conduct measurements for conformity with crown and grade immediately after initial compression. Correct variations immediately by removal or addition of materials and by continuous rolling.
2. Completed Surface or Wearing Layer Smoothness:
   a. Uniform texture, smooth, and uniform to crown and grade.
   b. Maximum Deviation: 3 millimeters (1/8 inch) from lower edge of a 3.6-meter (12-foot) straightedge, measured continuously parallel and at right angle to centerline.
   c. If surface of completed pavement deviates by more than twice specified tolerances, remove and replace wearing surface.
3. Transverse Slope Maximum Deviation: 6 millimeters (1/4 inch) in 3.6 meters (12 feet) from rate of slope shown.

j. Field Quality Control:

1. The Owner or Owner's Representative has the right to take core samples and test them as is deemed necessary. Testing costs will be borne by the Owner and results will be made available to the Contractor. Determination of acceptance will be made by the Engineer. Full acceptance will be made if the average density of the cores taken at a location is between 92% and 97% of the mixture's average daily maximum theoretical density. If the average density fails to meet this limit, the quantity placed and the payment according to the Engineer's quantity calculation will be adjusted according to the table below:

Quantity Adjustment Factors:

Average Core Density	Quantity Adjustment Factors
90.0% < Density < 92.0%	90%
88.0% < Density < 90.0%	85%
Density <88%	Remove/Reinstall Pavement Section

k. Maintenance and Repair

1. The two (2) year guarantee for defective or inferior material and/or workmanship shall include the pavement base as well as the wearing surface placed thereon if both were constructed by the Contractors. The guarantee shall include also all structures built and paid for as part of the contract such as manholes, sewers, and basins, as well as Portland Cement concrete sidewalks and driveways, curbs, gutters, and headers.

2. Where necessary, temporary repairs shall be made during the winter when it is impractical to make permanent repairs. Permanent repairs in such cases shall be made as soon as weather conditions permit.

3. The guarantee covers all the work over trenches which existed previous to the letting of the contract for the pavement, as well as those which were made by the Contractor in the course of carrying out the provisions of this contract. If the pavement settles over such trenches, the Contractor shall lay and restore the pavement over these in a thorough and workmanlike manner to conform in grade and cross-section with the adjoining pavement.

4. The right is reserved by the Engineer to allow one or more openings to be made in any portion and the paving done by other persons than this Contractor during the term of this guarantee. In this case, however, the Contractor will not be held responsible for any settlement or other defects in the portion of the pavement re-laid, which in the opinion of the Engineer are due to said opening and repaving. Nothing herein contained shall be construed as affecting the guarantee of the Contractor in any manner upon the remainder of the pavement, and only as aforesaid on the portion re-laid.

5. Where cracks or subsidence of the wearing surface indicate defects in the pavement foundation, the pavement structure shall be excavated to its full depth and replaced with new material corresponding to the specifications under which the original pavement was laid.

6. Whenever the repairs necessary to be made at the expiration of the guarantee period in accordance with these specifications shall amount to more than fifty (50) percent of the area of any one block, the entire pavement on the block shall be taken up and re-laid with new pavement, according to the specifications for the original pavement.

7. At the close of the guarantee period, all defects as above described shall have been corrected, and the pavement left in a good serviceable condition substantially conforming in form to the grade and cross-section originally established.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.51C – Asphalt Binder Course –NYSDOT Type 19** will be made for all work based upon the **number of tons of Type 19 binder course installed**, and as measured by the dimensions of the work.

VI. BASIS OF PAYMENT

a. The price bid per **ton of Type 19 binder course installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.51E

ASPHALT TACK COAT

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. All work required to furnish and install asphalt tack coat in the locations shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Asphalt tack coat shall be per the current NYSDOT Standard Specifications, latest edition, Section 407, Tack Coat.

III. CONSTRUCTION DETAILS

a. Install asphalt tack coat per NYSDOT Standard Specifications, latest edition, and in the locations shown on the plans or as directed by the Owner or Owner's Representative.

b. Prepare material, as specified in Section 400 of the Standard Specifications, prior to application.

c. Apply uniformly to clean, dry surfaces avoiding overlapping of applications.

d. Do not apply more tack coat than necessary for the day's paving operation.

e. Touch up missed or lightly coated surfaces and remove excess material.

f. Application Rate: Per NYSDOT Standard Specifications, Section 407-3.02, latest edition.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for Payment **Item 1.51E – Asphalt Tack Coat** will be made for all work based upon the **gallons of asphalt tack coat installed**, and as measured by the dimensions of the work.

VI. BASIS OF PAYMENT

a. The price bid per **gallon of asphalt tack coat installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.58

ESTABLISHING TURF

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. NYSDOT specification Section 610-3.03, latest edition, Establishing Turf shall be followed where turf is to be established.
2. Where not explicitly referenced in this section or on the plans, the City of Syracuse Forestry Standards and Specifications shall be followed.

II. CONSTRUCTION DETAILS

a. Application Rates

1. Application rates for turf establishment materials shall be specified in the contract documents. When no rates for establishing turf are specified in the contract documents, the following shall apply:
   a. Fertilizer - 800 lbs/acre
   b. Seed - 85 lbs pure live seed/acre
   c. Mulch - 2 tons/acre
   d. Mulch Anchorage - Manufacturer's recommended rate

b. Limitations

1. The contractor shall notify the Engineer at least 2 working days before the start of any seeding operation and shall not begin the work until the Engineer has given permission.

2. When sodding and turf establishment are to be done in the same general areas, the sodding shall be done first, and equipment used during turf establishment shall not damage the sodded areas.

c. Inoculation of Leguminous Seeds

1. All seeds of leguminous plants requiring inoculation shall be inoculated prior to mixing or sowing unless otherwise specified or approved or unless accompanied by a certificate of preinoculation.

2. When seeds requiring inoculation are to be sown dry, the inoculant shall be applied in accordance with its accompanying instructions and the seeds allowed to dry sufficiently for proper handling. Seeds shall be sown within thirty hours after this treatment.

3. When seeds requiring inoculation are to be sown by water pressure, the inoculant may be added to the water and seed mixture, together with limestone and/or fertilizer as specified, providing the pH of the solution does not exceed 8.

d. Ground Preparation and Seeding

1. All turf establishment areas shall be approved by the Engineer prior to seeding.

2. Areas to be seeded with turf seeds shall be maintained at approved grades and irregularities that will hold water shall be eliminated.

3. Weed growth that, in the Engineer's judgment, may adversely affect germination or growth shall be removed or controlled as approved or as directed by the Engineer prior to seeding.

4. Limestone, fertilizer and seeds in the amounts specified shall be evenly distributed on the areas to be seeded.

5. All mechanical equipment used for soil preparation for seeding shall be as approved.

6. Equipment shall pass parallel to the contours unless otherwise approved except that crawler tractors shall pass at right angles to the contours.

7. Establishing turf shall be done using Method No. 1, unless Method No. 2 is specified.

8. Regardless of the method used, the finished surface of any area that is seeded shall not be rougher, more uneven or have more or larger stones, clods, roots, or other foreign materials than the area it adjoins.

9. In built up and residential areas handraking will usually be necessary to produce the required smoothness and uniformity, particularly where grading and turf establishment is to be adjacent to lawns.

10. Method No. 1

    a. Areas to be seeded shall be scarified sufficiently to break up the surface crust immediately before seeding except where, in the judgment of the Engineer, the ground is already loose and friable as immediately following grading. Where topsoil is not specified, all loose stones and other objects over 2 inches in greatest dimension, or other sizes as specified, shall be removed and disposed of as approved. All embedded stones and other objects protruding more than 2 inches above the surface, or other heights specified, shall also be removed and disposed of as approved. Where topsoil is specified the maximum loose stone size shall be 2 inches or as otherwise specified under Section 613-2 of the NYSDOT Standard Specifcations. Unless otherwise specified in the contract documents, only limestone and/or fertilizers may be mixed together with the seeds (including legume inoculants when required) immediately before sowing. Any method of sowing that does not injure the seeds in the process of spreading will be acceptable.

11. Method No. 2

    a. Areas to be seeded shall be harrowed, disked, or otherwise completely pulverized to a state of tillage acceptable to the Engineer. All stones and other undesirable material over 1 inch in greatest dimension or other sizes as specified shall be removed and disposed of as approved. Fertilizer and/or limestone as specified shall be uniformly distributed on the area to be seeded. Seeds shall be distributed uniformly by any approved method that does not injure the seeds in the process of spreading. Following distribution, seeds shall be incorporated into the soil to a depth not exceeding 1/4 inch by raking, rolling brush or chair harrowing, or any other approved method.

e. Mulching

1. Mulch shall be spread uniformly in a continuous blanket of sufficient thickness to hide the soil from view, taking care not to over apply. Mulch may be spread by hand or by machinery. Mulch shall not be spread before seeding turf unless otherwise approved or directed. Anchorage for straw mulch is required unless otherwise specified in the Contract Documents. Mulch and mulch anchorage shall be applied separately from seeds unless otherwise specified in the Contract Documents. When use of wood fiber mulch is specified, it shall be spread in accordance with the manufacturer's instructions and/or recommendations.

f. Liability

1. When the Engineer determines that any seeded area has failed for any reason to produce a satisfactorily established turf after a suitable period of time has elapsed, the Contractor shall repeat all the work required by the Section until a satisfactory growth of turf has been established. Any work to be corrected shall be at the Contractor's expense. The contract will not be accepted until a satisfactory turf has been established.

g. Care During Construction

1. The Contractor shall care for seeded turf areas until final acceptance of the contract. Care shall consist of providing protection against traffic by providing approved warning signs or barricades; and shall consist of repairs to any seeded turf areas damaged by wind, water, fire, traffic or other causes. Damaged areas shall be repaired to re-establish the condition and grade of the area prior to seeding and shall then be refertilized, reseeded and remulched as specified herein.

    a. Method No. 1. The Contractor shall mow all turf establishment areas seeded on 1 to 3 or flatter slopes unless otherwise specified or directed by the Engineer. Such turf areas shall be mowed to a height of 4 inches when growth reaches 8 inches and thereafter as directed by the Engineer.

    b. Method No. 2. The Contractor shall mow all turf establishment areas seeded under Method No. 2 to a height of 3 inches after initial growth reaches 5 inches, and then once a week thereafter unless otherwise approved. Clippings from the first mowing shall be removed.

III. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

IV. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.58 – Establishing Turf** will be made for all work based upon the number of **square feet** of turf installed and established as calculated by the dimensions of work.

V. BASIS OF PAYMENT

a. The price bid per **square foot** of **turf installed and established** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.65A – AIR TEST FOR 8”-12” PIPE

PAYMENT ITEM 1.65B – AIR TEST FOR 15”-24” PIPE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required to provide an air test for the length of installed pipe as required by the Task Order Drawings or as directed Owner or Owner’s Representative.

II. CONSTRUCTION DETAILS

a. Air tests must be set up and conducted with the Engineer, Owner, or Owner’s Representative on site.

b. All gravity and pressure sewer lines, including but not limited to pipe, fittings, manholes, risers, stubs, specials and appurtenances shall be tested for air tightness as hereinafter specified.

c. The Contractor shall furnish all necessary material, equipment, labor and other facilities required to satisfactorily perform the tests and shall make all necessary repairs or replacements and retests as required at his own expense.

d. Low Pressure Air Test - This leakage test consists of plugging each section of sewer, pressurizing the line with air, and measuring the pressure drop time relationship. Each end of the section of line to be tested shall be sealed off with inflatable pneumatic or manual plugs, which shall hold against the air pressure without external bracing and without movement. Plugs shall have at least two valved connections opening into the pipe section, one for introducing low-pressure air and one for connecting an approved air gauge calibrated in 2 kPa increments. Air shall be introduced into the test section to a pressure of 28 kPa above the average pressure of any ground water that may be over the pipe. In such ground water areas, the Contractor shall install during the original installation a 13 mm capped pipe nipple through the manhole wall at a level of the top of the lowest pipe. The ground water level shall be determined by clearing the nipple with air and connecting a clear plastic hose to the same and measuring the water level in the hose. The height of the water level in meters above the pipe invert divided by 0.102 shall establish the kPa to be added to all readings. A minimum of two minutes shall be allowed for the pressure to stabilize during which time the pressure shall not drop more than 3.44 kPa. The air supply shall then be disconnected and the time in minutes shall be recorded for the pressure to drop no more than 6.89 kPa. Such time shall not be less than the following:

NOMINAL SIZE	MINUTES
4 NPS	2.0
6 NPS	3.0
8 NPS	4.0
10 NPS	5.0
12 NPS	5.5
15 NPS	7.5
18 NPS	8.5
21 NPS	10.0
24 NPS	11.5
27 NPS	13.0
30 NPS	14.5
33 NPS	16.0
36 NPS	17.5

III. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

IV. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.65A – Air Test for 8”-12” Pipe, Payment Item** will be made for all work based upon the **quantity** of air tests completed.

b. Payment for **Payment Item 1.65B – Air Test for 15”-24” Pipe** will be made for all work based upon the **quantity** of air tests completed.

V. BASIS OF PAYMENT

a. The price bid per **air test completed** shall include the cost of all labor and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner’s Representative.

PAYMENT ITEM 1.67

TREE PROTECTION FENCE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. All work required to furnish and install and maintain tree protection fence as shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Materials for installing tree protection fence shall be per Detail TU.12 – Tree Protection Fence.

III. CONSTRUCTION DETAILS

a. Tree protection fence shall be installed per Detail TU.12 – Tree Protection Fence in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

b. The Contractor shall maintain the tree protection fence throughout the duration of construction activities, until substantial completion is granted. If in the opinion of the Owner, or Owner's Representative, the Contractor's activities have damaged trees, the trees shall be replaced by the Contractor at no additional cost to the Owner.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.67 – Tree Protection Fence** shall be made for all work based upon the **amount of linear feet of tree protection fence installed**.

VI. BASIS OF PAYMENT

a. The price bid per **linear foot of tree protection fence installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.68

SILT FENCE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. All work required to furnish and install silt fence as shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Materials for installing silt fence shall be per Detail TU.17 – Silt Fence.

III. CONSTRUCTION DETAILS

a. Silt fence shall be installed per Detail TU.17 – Silt Fence, in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.68 – Silt Fence** shall be made for all work based upon the **amount of linear feet of silt fence installed**.

VI. BASIS OF PAYMENT

a. The price bid per **linear foot of silt fence installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.69

STABILIZED CONSTRUCTION ENTRANCE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. All work required to furnish and install stabilized construction entrance as shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Materials for installing stabilized construction entrance shall be per Detail TU.16 – Stabilized Construction Entrance.

III. CONSTRUCTION DETAILS

a. Stabilized construction entrance shall be installed per Detail TU.16 – Stabilized Construction Entrance, in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.69 – Stabilized Construction Entrance** shall be made for all work based upon the **amount of stabilized construction entrances installed**.

VI. BASIS OF PAYMENT

a. The price bid per **each stabilized construction entrance installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.75

STRAW BALE DIKE

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. All work required to furnish and install straw bale dikes as shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Materials for installing straw bale dikes shall be per Detail TU.22 – Straw Bale Dike.

III. CONSTRUCTION DETAILS

a. Straw Bale Dikes shall be installed per Detail TU.22 – Straw Bale Dike, in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.75 – Straw Bale Dike** shall be made for all work based upon the **amount of linear feet of straw bale dikes installed**.

VI. BASIS OF PAYMENT

a. The price bid per **linear foot of straw bale dike installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.76

WATERING VEGETATION

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. This item includes all work required for watering vegetation, new or in areas of vegetation being protected during the installation period in the locations shown on the plans or as directed Owner or Owner's Representative. Note that this item is not for during the maintenance period. Refer to Item 6.2 for maintenance requirements.

II. MATERIALS

a. Water shall comply with Section 712-01 of the NYSDOT Standard Specifications, latest edition. Water from municipal sources will be considered an acceptable source. Other sources of water must be submitted for approval.

III. CONSTRUCTION DETAILS

a. Watering shall be per Section 610-3.10 of the NYSDOT Standard Specifications, latest edition.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.76 – Watering Vegetation** will be made for all work based upon the **1,000s of gallons** of water applied rounded to the nearest 1,000 gallon as measured and substantiated by the Contractor.

VI. BASIS OF PAYMENT

a. The price bid per **1,000 gallons of vegetation watered** shall include the cost of all labor, materials, equipment, and hydrant permits necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.77

CONCRETE WASHOUT

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. All work required to furnish and install concrete washouts as shown on the plans or as directed Owner or Owner's Representative.

II. MATERIALS

a. Materials for installing concrete washouts shall be per Detail TU.23 – Concrete Washout.

III. CONSTRUCTION DETAILS

a. Stone check dams shall be installed per Detail TU.23 – Concrete Washout, in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.77 – Concrete Washouts** shall be made for all work based upon the **quantity of each concrete washout** installed.

VI. BASIS OF PAYMENT

a. The price bid per **Concrete Washout** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.80B

6’ CHAIN LINK FENCE WITH POSTS

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. All work required to furnish and install 6’ high chain link fences and posts as shown on the plans or as directed Owner or Owner’s Representative.

II. MATERIALS

a. The requirements of the following sections of the current NYSDOT Standard Specifications, latest edition, Construction and Materials, shall apply to chain link fence and post installations unless otherwise indicated on the plans or directed by the Owner or Owner’s Representative:

Zinc Chromate Primer	708-04
Galvanized Steel Fence Fabric	710-02
Posts, Rails, Braces and Fittings	710-10.03

b. Portland Cement Concrete used for bases shall comply with the requirements for Class A or C concrete, as defined in the NYSDOT Standard Specifications, latest edition, Section 501, except that requirements for automated batching shall not apply.

III. CONSTRUCTION DETAILS

a. 6’ high chain link fence and post shall be installed per Detail TU.13 – Chain Link Fence, NYSDOT Standard Specifications, latest edition, section 607-3 in locations shown on the plans, or as ordered by the Owner or Owner’s Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.80B – 6’ Chain Link Fence with Posts** shall be made for all work based upon the **amount of linear feet of 6’ high chain link fence and posts installed**.

VI. BASIS OF PAYMENT

a. The price bid per **linear foot of 6’ high chain link fence and post installed** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner’s Representative.

PAYMENT ITEM 1.82A – SIGN POST FOUNDATION – NEW

PAYMENT ITEM 1.82B – SIGN POST FOUNDATION – RESET

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. All work required to furnish and install (or reset) sign post foundations as shown on the plans or as directed Owner or Owner's Representative.
2. New signs shall be included in Payment Item 1.59A.

II. MATERIALS

a. Materials for installing (or resetting) sign post foundations shall be per Detail TU.04 – Sign Post Foundation, and shall be per City of Syracuse standards.

III. CONSTRUCTION DETAILS

a. Sign post foundations shall be installed (or reset) per Detail TU.04 – Sign Post Foundation and per City of Syracuse standards in locations shown on the plans, or as ordered by the Owner or Owner's Representative.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.82A – Sign Post Foundation – New** and **Payment Item 1.82B – Sign Post Foundation – Reset** shall be made for all work based upon the **quantity of sign posts installed (or reset)**.

VI. BASIS OF PAYMENT

a. The price bid per **sign post installed (or reset)** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner's Representative.

PAYMENT ITEM 1.84C

SOLID DOUBLE PAVEMENT MARKINGS – 4”

I. WORK INCLUDED

a. The work included in this Payment Item consists of the following:

1. All work required to furnish and install 4” wide solid double pavement marking as shown on the plans or as directed Owner or Owner’s Representative.

II. MATERIALS

a. Striping paint shall be chlorinated rubber base, factory mixed, non-bleeding, fast drying, best quality, white traffic paint with a life expectancy of two years under normal traffic use.

b. Paint shall be latex, water-based emulsion, ready-mixed, complying with PS TT-P-1952.

III. CONSTRUCTION DETAILS

a. Pavement markings shall be installed per U.S. Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) standards, NYSDOT Standard Specifications, latest edition, Section 640, and City of Syracuse standards in locations shown on the plans, or as ordered by the Owner or Owner’s Representative.

b. Sweep and clean surface to eliminate loose material and dust.

c. Paint 4-inch wide parking striping and traffic lane striping in accordance with layouts of plan. Apply paint with mechanical equipment to produce uniform straight edges. Apply in two coats at manufacturer's recommended rates. Provide clear, sharp lines.

IV. RELATED WORK NOT INCLUDED

a. Work included in other payment items.

V. METHOD OF MEASUREMENT

a. Payment for **Payment Item 1.84C – Solid Double Pavement Markings – 4”** shall be made for all work based upon the **amount of linear feet of 4” double solid pavement markings painted**.

VI. BASIS OF PAYMENT

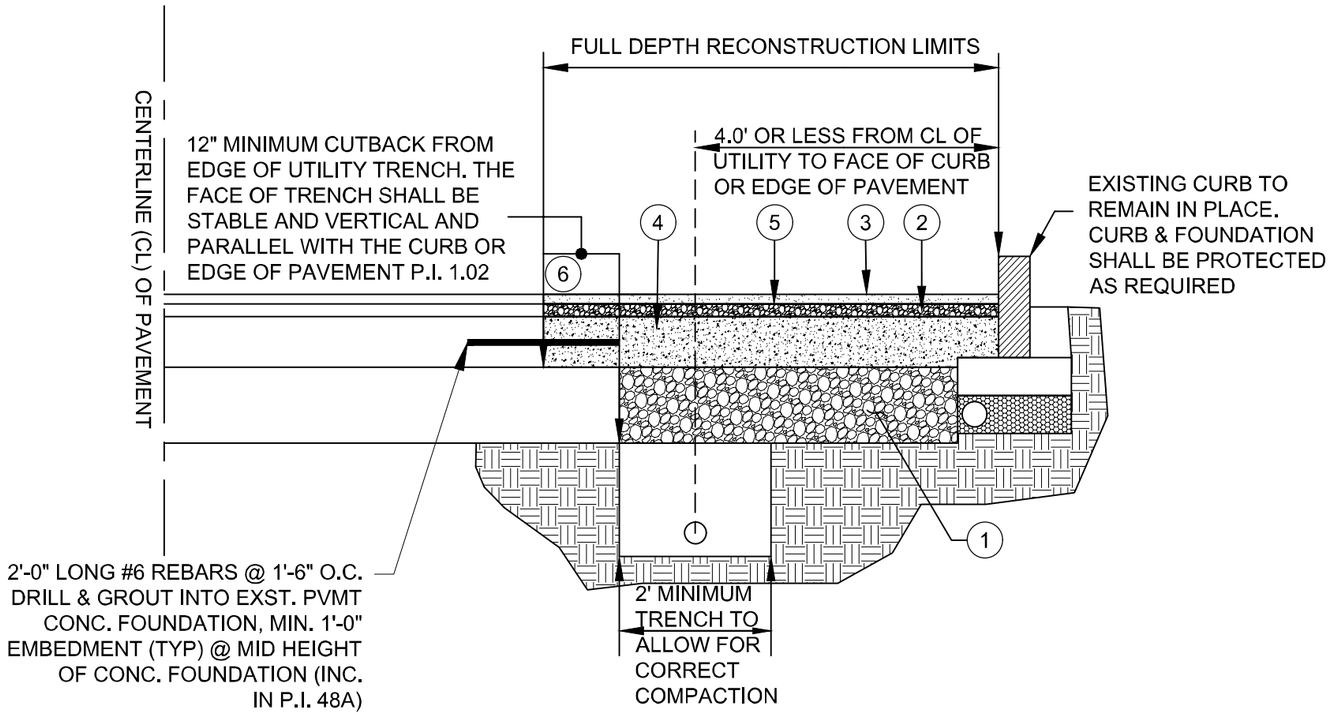
a. The price bid per **linear foot of 4” double solid pavement marking painted** shall include the cost of all labor, materials and equipment necessary for the work to be completed to the satisfaction of the Owner and/or Owner’s Representative.

List of Onondaga County Standard Details
Fayette Street and Forman Avenue Sewer Separation

PS.05A Street Cut Section A
PS.05B Street Cut Section B
PS.05D Street Cut Plan B
PS.05N Street Cut – MH or Structure
PS.11 Concrete Sidewalk or Driveway - Restoration
PS.14 Beveled Granite Curb
PS.20 Concrete Encasement or Reinforcement of Pipe

DR.04 City Standard Catch Basin Type A with Frame and Grate
DR.07A Precast Concrete Manhole with Frame and Lid or Grate
DR.07B Sanitary Sewer Precast Manholes
DR.08 Cast Iron Trap
DR.17 Pipe Connection to Existing Structure/Manhole
DR.25 Drop Connection Inside Manhole
DR.27 Plug Existing Catch Basin Lateral

TU.06 Sign Post Foundation
TU.23 Concrete Washout



UTILITY STREET CUT REPAIR:

1. WHEN 30% OR MORE OF THE PAVEMENT IS EXCAVATED BY PRIVATE UTILITY WORK, THE CITY, AT ITS DISCRETION, MAY REQUIRE RECONSTRUCTION FROM THE CENTER LINE TO THE EDGE/CURB OF THE ENTIRE SECTION.
2. WHEN 60% OR MORE OF THE PAVEMENT LANE AREA IS EXCAVATED BY PRIVATE UTILITY THE ENTIRE AREA FROM THE CENTER LINE OF THE PAVEMENT TO THE CURB MUST BE RECONSTRUCTED.
3. IF ANY PAVEMENT DISTURBANCE OCCURS WITHIN 2 FEET OF THE EDGE/CURB, PAVEMENT RECONSTRUCTION MUST BE COMPLETED TO THE EDGE/CURB.
4. IN AREAS WHERE TRENCH WIDTH VARIES THE PERCENTAGES SHALL BE DETERMINED PER 100 LINEAR FEET ALONG CENTER LINE OF THE STREET. IN INTERSECTIONS THE AREA WILL BE PER QUADRANT OF THE INTERSECTION.
5. EXISTING PAVEMENT IS TO BE SAWCUT FULL DEPTH TO OBTAIN A STRAIGHT AND NEAT EDGE FOR PAVING. SAWCUT IS TO BE MADE AFTER BACKFILLING THE TRENCH TO THE BOTTOM OF NEW PAVEMENT SECTION.

MINIMUM COVER:	
3'-0"	GAS, ELECTRIC, CABLE, TV, TELECOMMUNICATIONS
5'-0"	WATER
3'+ AS DIRECTED BY CITY'S ENGINEER	ALL OTHERS

DRAWING KEY	DESCRIPTION	PAY ITEM
(1)	SUBBASE COURSE, TYPE "1" RUN-OF-CRUSHER (12")	P.I. 1.07A
(2)	ASPHALT CONCRETE - TYPE 19 BINDER COURSE (ONE - 1-1/2" LIFT)	P.I. 1.51C
(3)	ASPHALT CONCRETE - TYPE 9 TOP COURSE (ONE - 1-1/2" LIFT)	P.I. 1.51A
(4)	FIBER-REINFORCED PORTLAND CEMENT CONCRETE - 3,500 PSI (8")	P.I. 1.48A
(5)	ASPHALT TACK COAT	P.I. 1.51E
(6)	4" WIDE LIQUID ASPHALT SEAL OVER JOINT WHEN REPAIRED	P.I. 1.48A

NOTES:

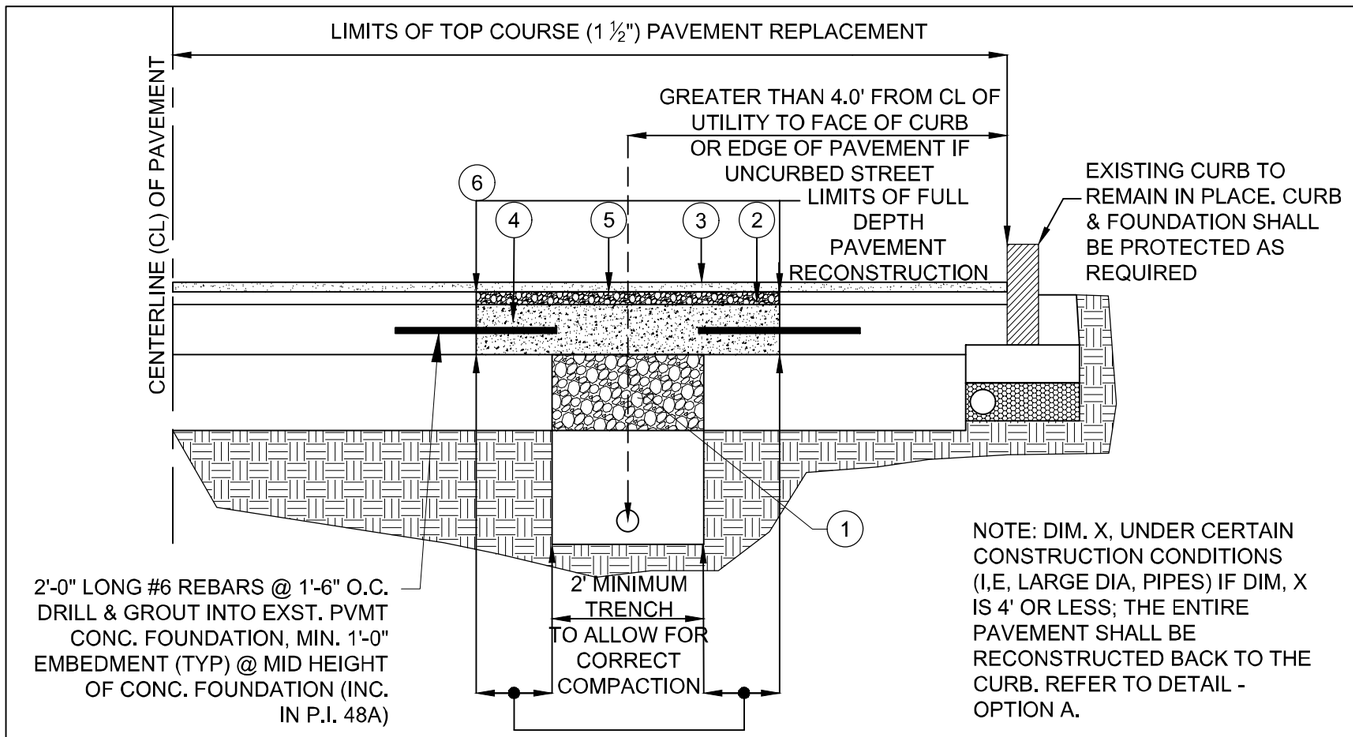
1. REFER TO CITY OF SYRACUSE STANDARD SPECIFICATIONS OR DETAILS. THE MINIMUM THICKNESS OF EACH LAYER OF BINDER, TOP, SUBBASE AND CONCRETE BASE SHALL MATCH THOSE SHOWN ON STANDARD DETAILS OR MATCH EXISTING WHERE EXISTING CONDITIONS EXCEED MINIMUMS.
2. IN NO CASE SHALL THE TOP OF CONCRETE BASE BE HIGHER THAN THAT OF THE SURROUNDING EXISTING CONCRETE.
3. IF PAVEMENT MARKINGS OR SIGNAL LOOPS ARE DISTURBED OR DESTROYED THEY SHALL BE REPLACED IN ACCORDANCE WITH CITY OF SYRACUSE STANDARDS. PAYMENT UNDER ITEM 1.61/1.72.
4. MATCH EXISTING PAVEMENT SLOPE.
5. IF, IN THE OPINION OF THE CONTRACTOR, THE EXISTING CONCRETE FOUNDATION IS IN POOR CONDITION, THE ENGINEER SHALL BE CONTACTED FOR PRIOR APPROVAL TO ELIMINATE DOWELS.

DETAIL PS.05A
STREET CUT SECTION A
DETAIL ADAPTED FROM CITY OF SYRACUSE STANDARDS, DATED 03/2019

2022 TERM CONSTRUCTION CONTRACT AT VARIOUS LOCATIONS
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

Jacobs

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UTILITY STREET CUT REPAIR:

1. WHEN 30% OR MORE OF THE PAVEMENT IS EXCAVATED BY PRIVATE UTILITY WORK, THE CITY, AT ITS DISCRETION, MAY REQUIRE RECONSTRUCTION FROM THE CENTER LINE TO THE EDGE/CURB OF THE ENTIRE SECTION.
2. WHEN 60% OR MORE OF THE PAVEMENT LANE AREA IS EXCAVATED BY PRIVATE UTILITY THE ENTIRE AREA FROM THE CENTER LINE OF THE PAVEMENT TO THE CURB MUST BE RECONSTRUCTED.
3. IF ANY PAVEMENT DISTURBANCE OCCURS WITHIN 2 FEET OF THE EDGE/CURB, PAVEMENT RECONSTRUCTION MUST BE COMPLETED TO THE EDGE/CURB.
4. IN AREAS WHERE TRENCH WIDTH VARIES THE PERCENTAGES SHALL BE DETERMINED PER 100 LINEAR FEET ALONG CENTER LINE OF THE STREET. IN INTERSECTIONS THE AREA WILL BE PER QUADRANT OF THE INTERSECTION.
5. EXISTING PAVEMENT IS TO BE SAWCUT FULL DEPTH TO OBTAIN A STRAIGHT AND NEAT EDGE FOR PAVING. SAWCUT IS TO BE MADE AFTER BACKFILLING THE TRENCH TO THE BOTTOM OF NEW PAVEMENT SECTION.

MINIMUM COVER:	
3'-0"	GAS, ELECTRIC, CABLE, TV, TELECOMMUNICATIONS
5'-0"	WATER
3'+ AS DIRECTED BY CITY'S ENGINEER	ALL OTHERS

DRAWING KEY	DESCRIPTION	PAY ITEM
1	SUBBASE COURSE, TYPE "1" RUN-OF-CRUSHER (12")	P.I. 1.07A
2	ASPHALT CONCRETE - TYPE 19 BINDER COURSE (ONE - 1-1/2" LIFT)	P.I. 1.51C
3	ASPHALT CONCRETE - TYPE 9 TOP COURSE (ONE - 1-1/2" LIFT)	P.I. 1.51A
4	FIBER-REINFORCED PORTLAND CEMENT CONCRETE - 3,500 PSI (8")	P.I. 1.48A
5	ASPHALT TACK COAT	P.I. 1.51E
6	4" WIDE LIQUID ASPHALT SEAL OVER JOINT WHEN REPAIRED	P.I. 1.48A

NOTES:

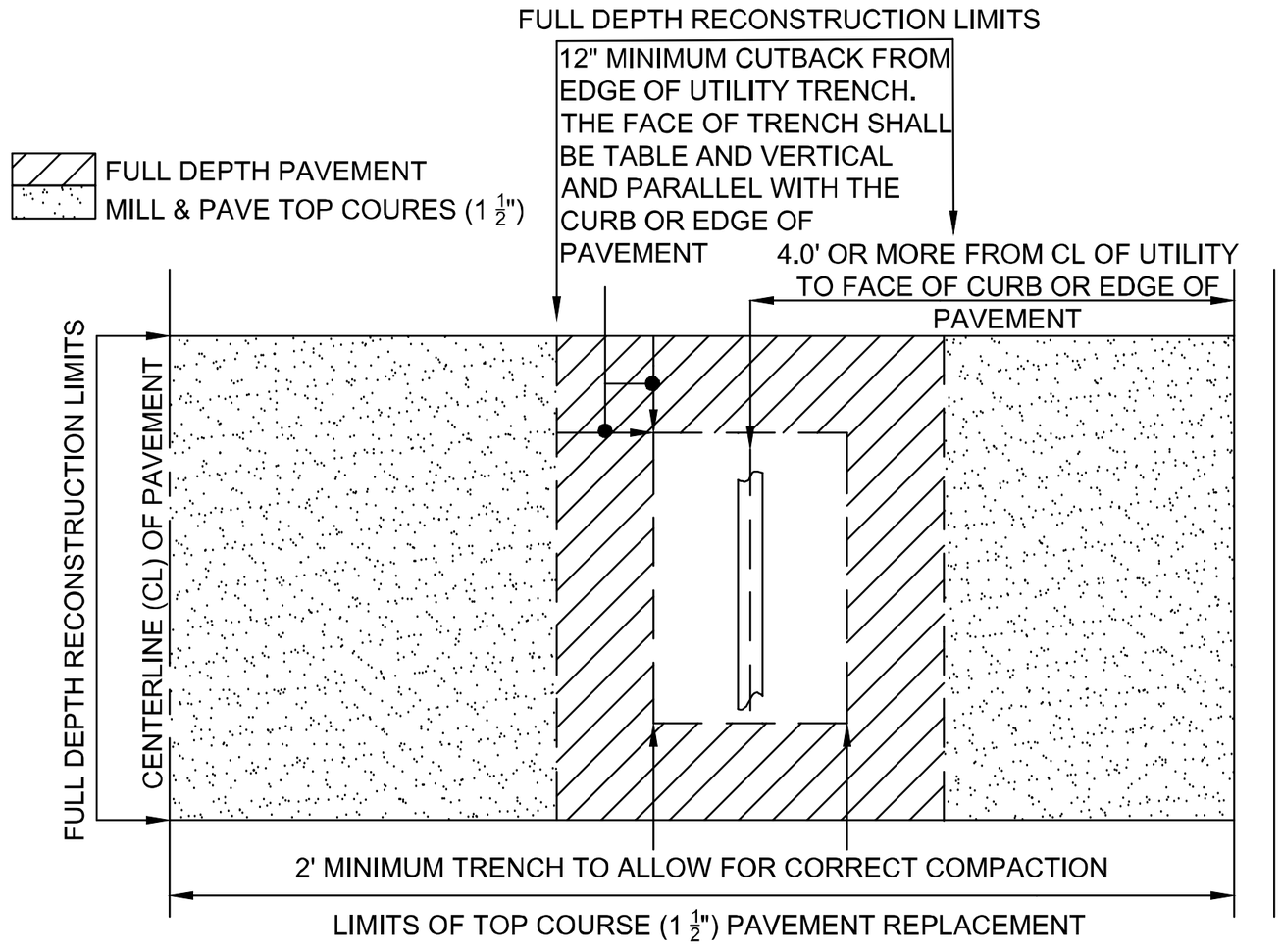
1. REFER TO CITY OF SYRACUSE STANDARD SPECIFICATIONS OR DETAILS. THE MINIMUM THICKNESS OF EACH LAYER OF BINDER, TOP, SUBBASE AND CONCRETE BASE SHALL MATCH THOSE SHOWN ON STANDARD DETAILS OR MATCH EXISTING WHERE EXISTING CONDITIONS EXCEED MINIMUMS.
2. IN NO CASE SHALL THE TOP OF CONCRETE BASE BE HIGHER THAN THAT OF THE SURROUNDING EXISTING CONCRETE.
3. IF PAVEMENT MARKINGS OR SIGNAL LOOPS ARE DISTURBED OR DESTROYED THEY SHALL BE REPLACED IN ACCORDANCE WITH CITY OF SYRACUSE STANDARDS. PAYMENT UNDER ITEM 1.61/1.72.
4. MATCH EXISTING PAVEMENT SLOPE.
5. IF, IN THE OPINION OF THE CONTRACTOR, THE EXISTING CONCRETE FOUNDATION IS IN POOR CONDITION, THE ENGINEER SHALL BE CONTACTED FOR PRIOR APPROVAL TO ELIMINATE DOWELS.

DETAIL PS.05
STREET CUT SECTION B
DETAIL ADAPTED FROM CITY OF SYRACUSE STANDARDS, DATED 03/2019

2022 TERM CONSTRUCTION CONTRACT AT VARIOUS LOCATIONS
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

Jacobs

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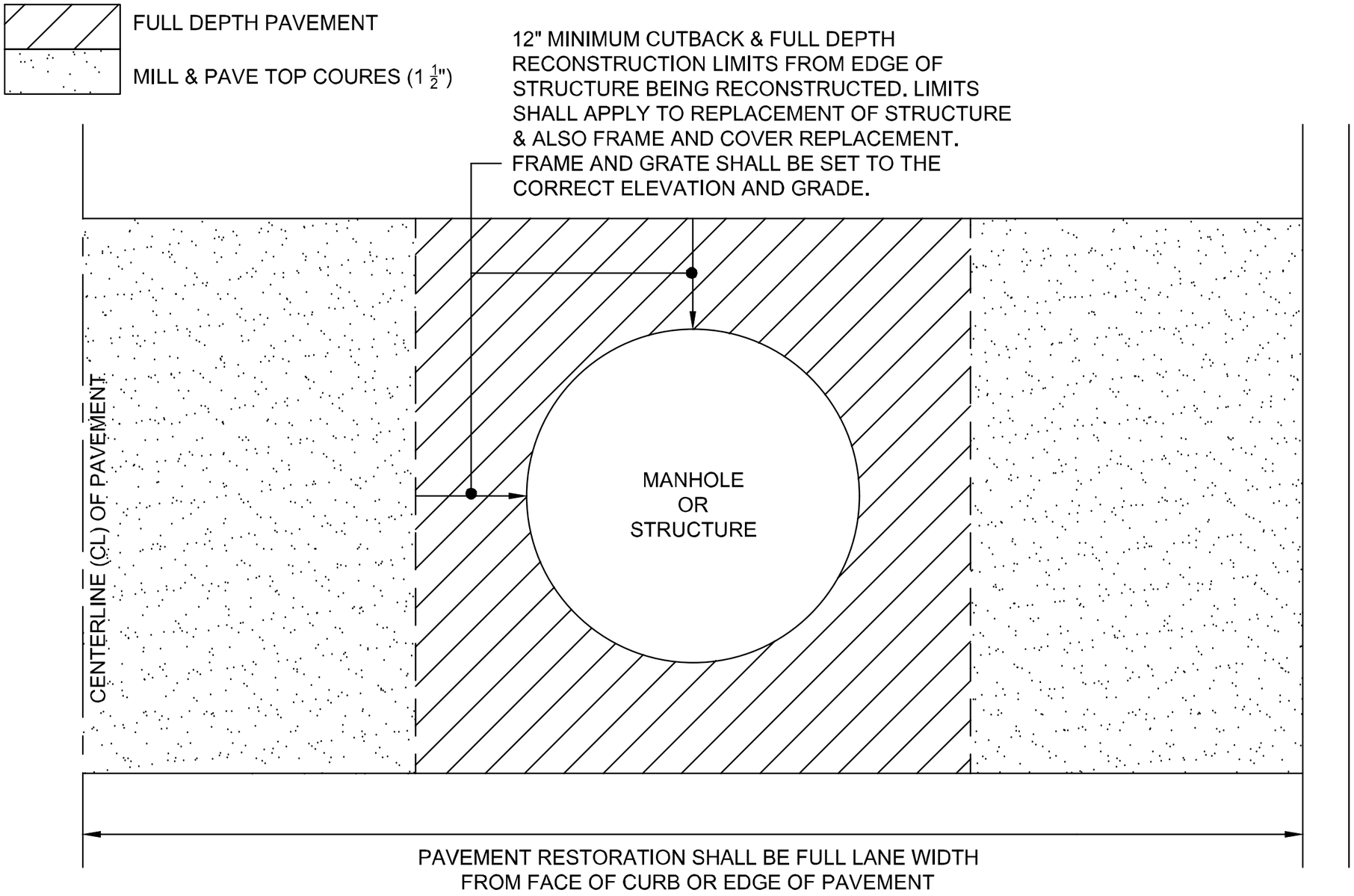
NOTE:
1. REFER TO DETAIL PS.04B, STREET CUT SECTION B FOR PAY ITEMS.

DETAIL PS.05D
STREET CUT PLAN B
DETAIL ADAPTED FROM CITY OF SYRACUSE STANDARDS, DATED 03/2019

2022 TERM CONSTRUCTION CONTRACT AT VARIOUS LOCATIONS
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

ZZ09A-PS05D.DWG

Jacobs

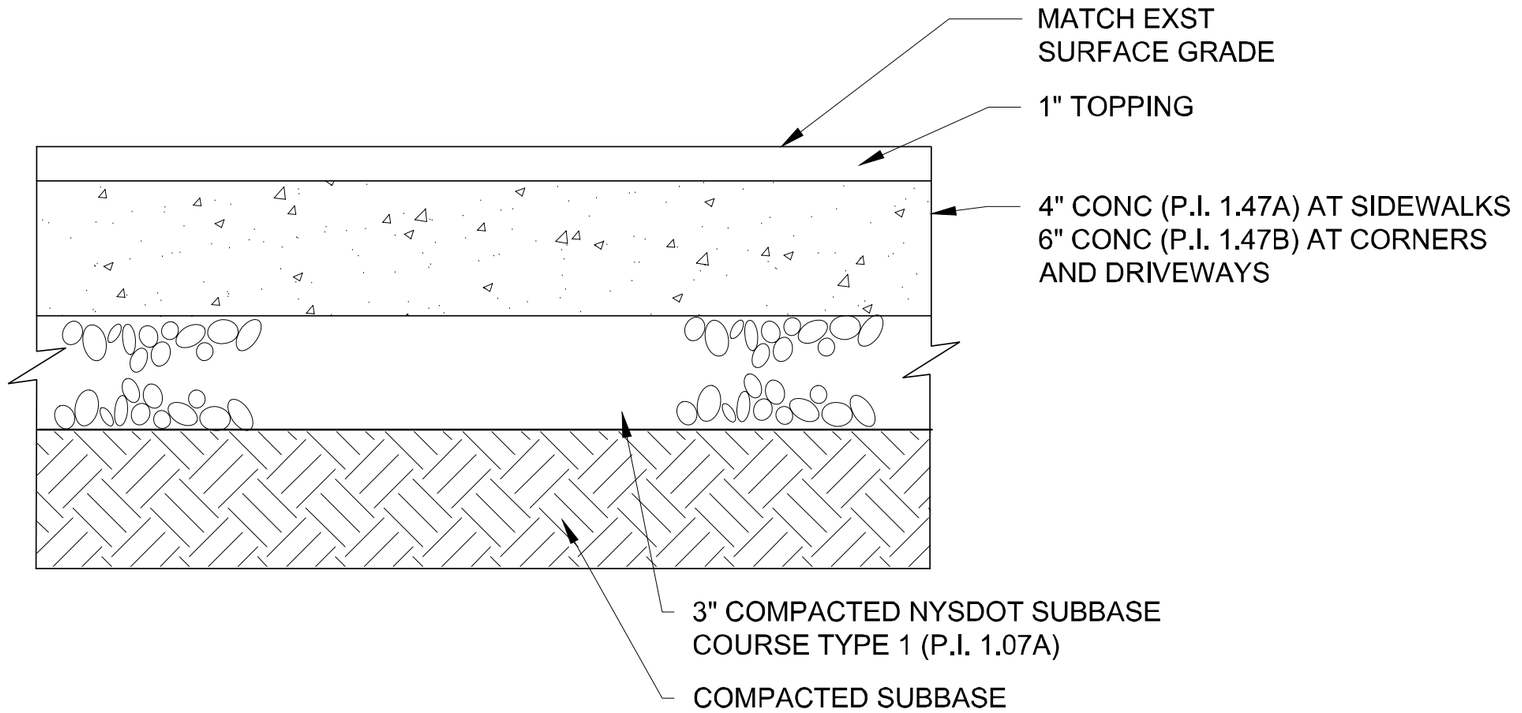


DETAIL PS.05N
STREET CUT - MH OR STRUCTURE
DETAIL ADAPTED FROM CITY OF SYRACUSE STANDARDS, DATED 03/2019

2022 TERM CONSTRUCTION CONTRACT AT VARIOUS LOCATIONS
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

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NOTES:

1. SAWCUT AT EXST JOINT. INSTALL 1/2" EXPANSION JOINT. REPLACE FULL PANELS.

PAYMENT ITEMS 47A, 47B

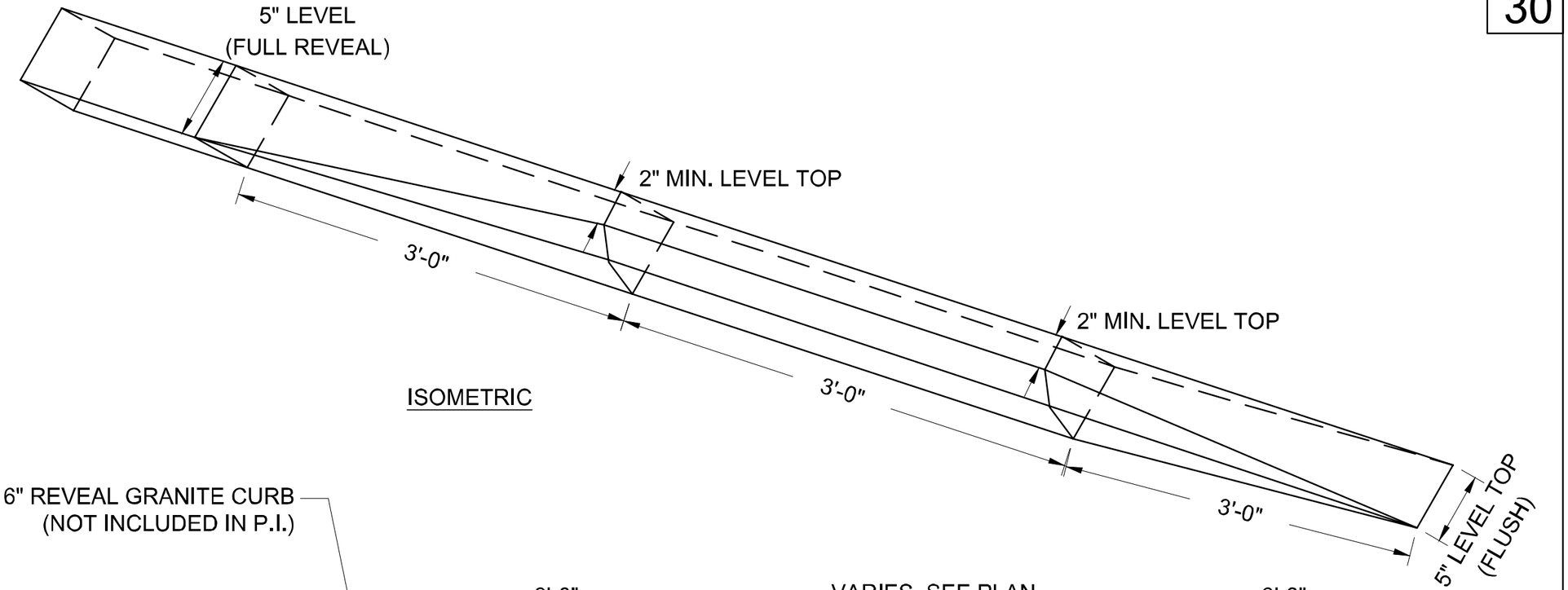
DETAIL PS.11

CONCRETE SIDEWALK OR DRIVEWAY - RESTORATION

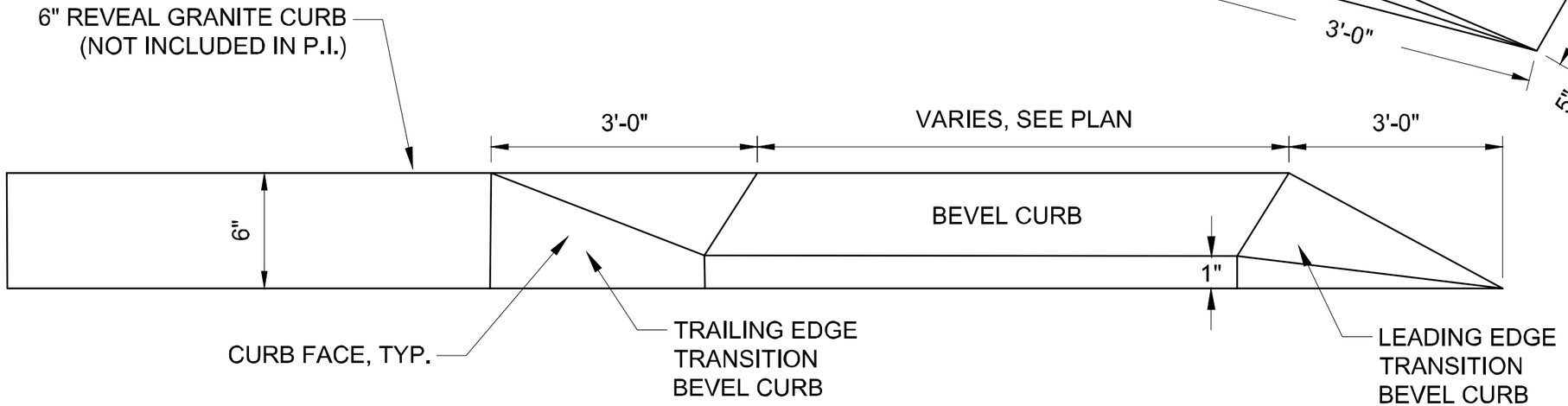
2022 TERM CONSTRUCTION CONTRACT AT VARIOUS LOCATIONS
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

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ISOMETRIC



PROFILE

GENERAL NOTES:

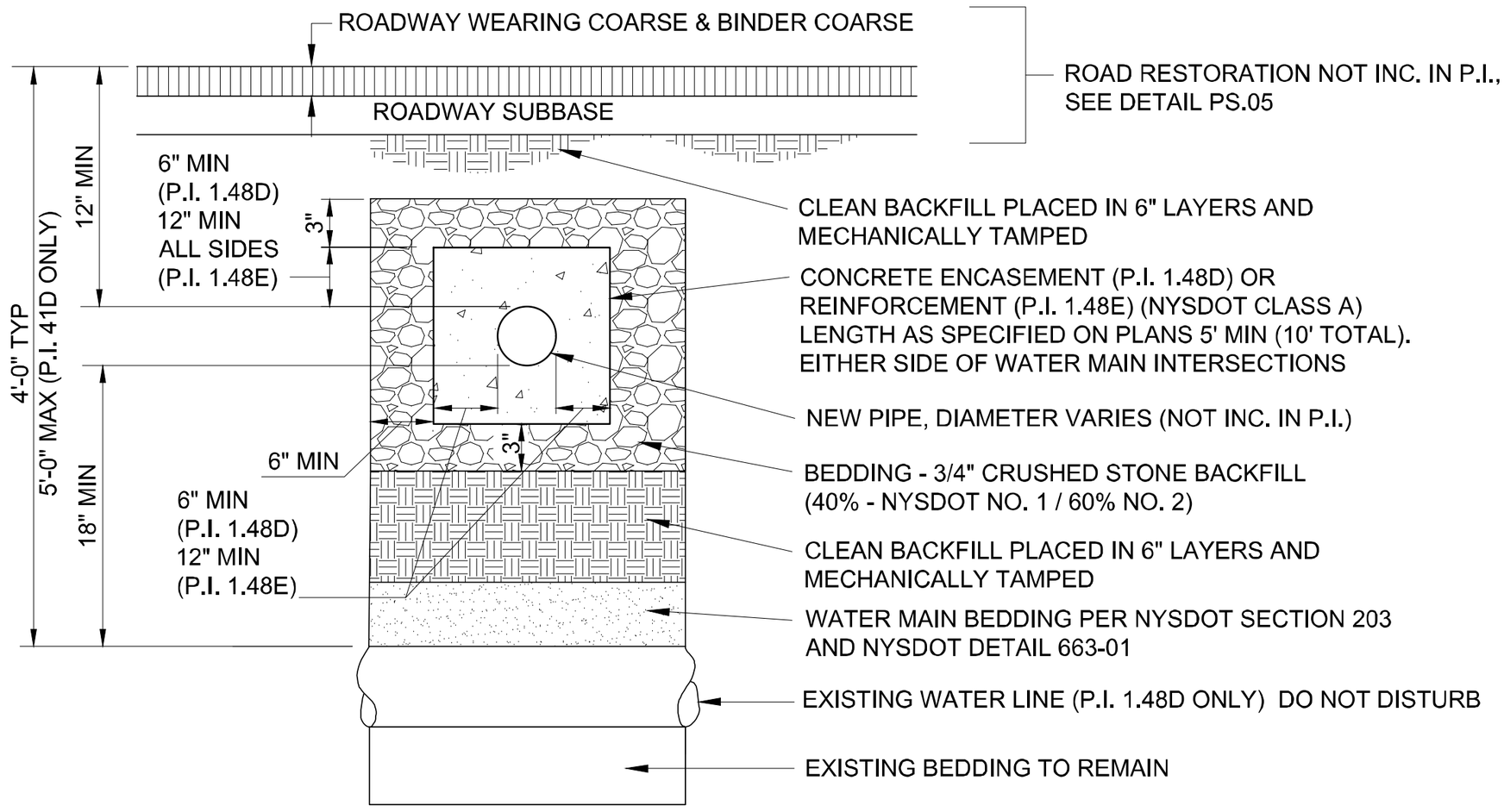
1. ALL BEVEL CURB SHALL BE FACTORY-CUT BY THE GRANITE CURB MANUFACTURER. FIELD CUTS WILL NOT BE ACCEPTED. LEADING AND TRAILING EDGE TRANSITION BEVEL CURB SHALL BE SHOP FABRICATED IF NOT AVAILABLE DIRECTLY FROM MANUFACTURER.

PAYMENT ITEM 45
DETAIL PS.14
BEVELED GRANITE CURB

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NOTE:
EXCAVATE TO VERIFY LOCATION OF WATER LINE.
NOTIFY OWNER/ENGINEER IMMEDIATELY IF REQUIRED MINIMUM SEPARATION (18") IS NOT AVAILABLE.
BACKFILL PIPE CROSSING AS SHOWN.

PAYMENT ITEMS 48D, 48E

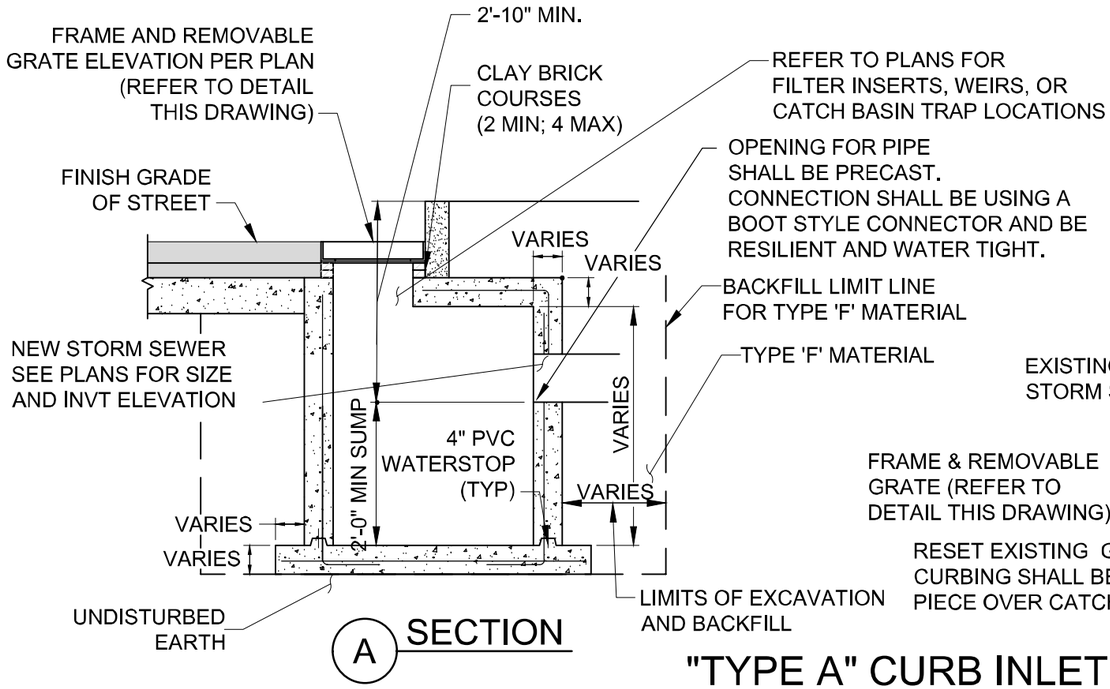
DETAIL PS.20

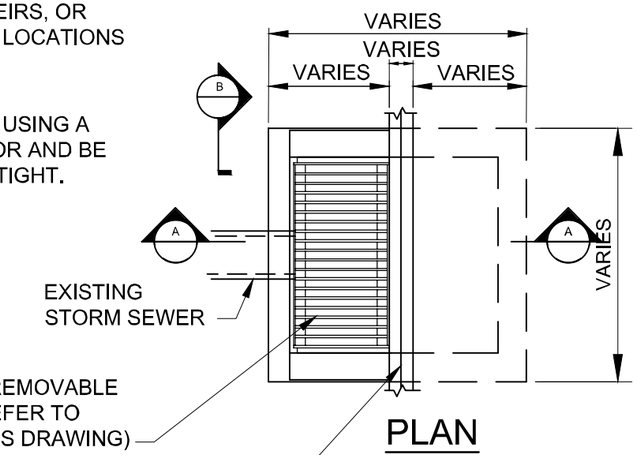
CONCRETE ENCASEMENT OR REINFORCEMENT OF PIPE

2022 TERM CONSTRUCTION CONTRACT AT VARIOUS LOCATIONS
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

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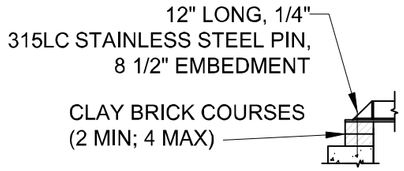


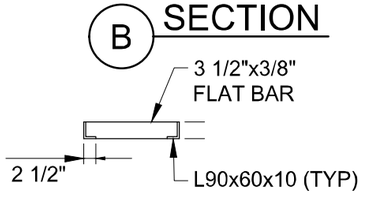


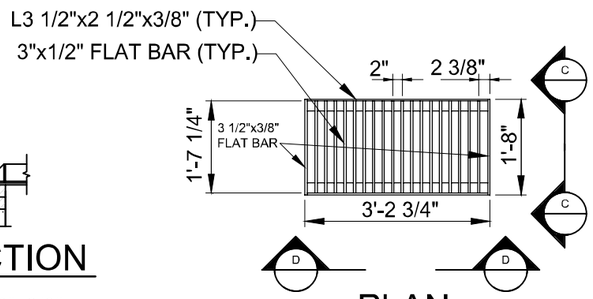
NOTES:
1. INSTALL SIX (6) 1"Ø WEEP HOLES AT BOTTOM OF CATCH BASIN, EXCEPT ON OUTLET SIDE OF WEIR (WHERE USED).
2. NO MORE THAN ONE PIPE PENETRATION IN EACH FACE, IF AVOIDABLE.

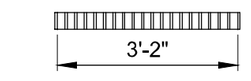
"TYPE A" CURB INLET

NOT TO SCALE





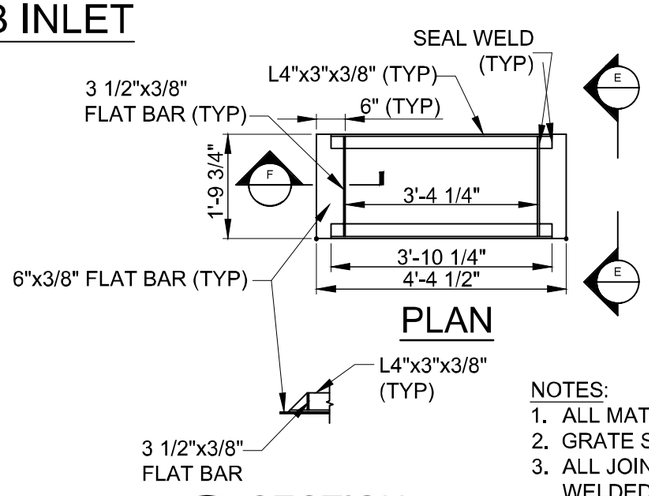


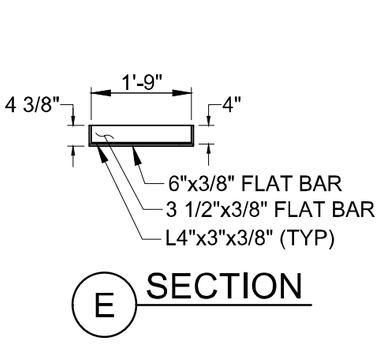


NOTES:
1. ALL MATERIAL SHALL BE ASTM A36 STEEL.
2. GRATE SHALL BE HOT DIP GALVANIZED AFTER FABRICATION.
3. ALL JOINTS & CONNECTIONS SHALL BE FULLY WELDED W/ 3/8" FILLET WELDS.

CURB INLET GRATE DETAIL

NOT TO SCALE





NOTES:
1. ALL MATERIAL SHALL BE ASTM A36 STEEL.
2. GRATE SHALL BE HOT DIP GALVANIZED AFTER FABRICATION
3. ALL JOINTS & CONNECTIONS SHALL BE CONTINUOUSLY WELDED W/ 10 mm FILLET WELDS ALL AROUND.

CURB INLET FRAME DETAIL

NOT TO SCALE

PAYMENT ITEM 14A

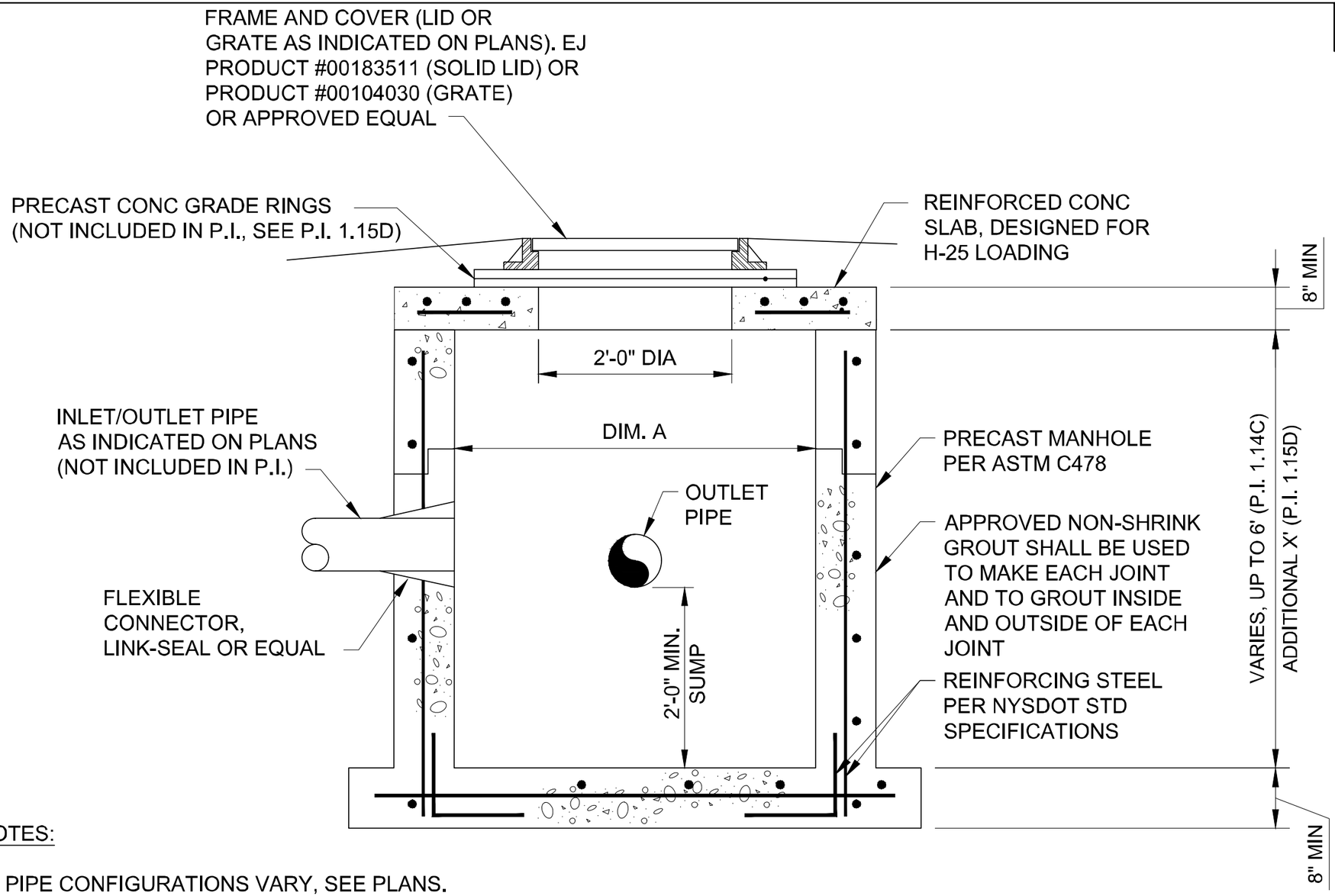
DETAIL DR.04

CITY STANDARD CATCH BASIN TYPE A WITH FRAME AND GRATE

2022 TERM CONSTRUCTION CONTRACT AT VARIOUS LOCATIONS
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

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NOTES:

1. PIPE CONFIGURATIONS VARY, SEE PLANS.
2. P.I. SHALL PROVIDE UP TO FOUR (4) FLEXIBLE CONNECTORS, LINK-SEAL OR EQUAL, AT ALL PIPE-TO-CATCH BASIN CONNECTIONS.

PAY ITEM	DIM. A
14D	4'-0"
14E	5'-0"
14F	6'-0"
14G	8'-0"

PAYMENT ITEM 14D

DETAIL DR.07A
PRECAST CONCRETE MANHOLE WITH FRAME AND LID OR GRATE

2022 TERM CONSTRUCTION CONTRACT AT VARIOUS LOCATIONS
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THE JOINT BETWEEN THE MANHOLE FRAME AND THE EXTENSION RING TO BE MADE WITH AN APPROVED COMPOUND SUCH AS DEWITT NO.10, DURASEAL 3101, PIONEER 301 OR EQUAL.

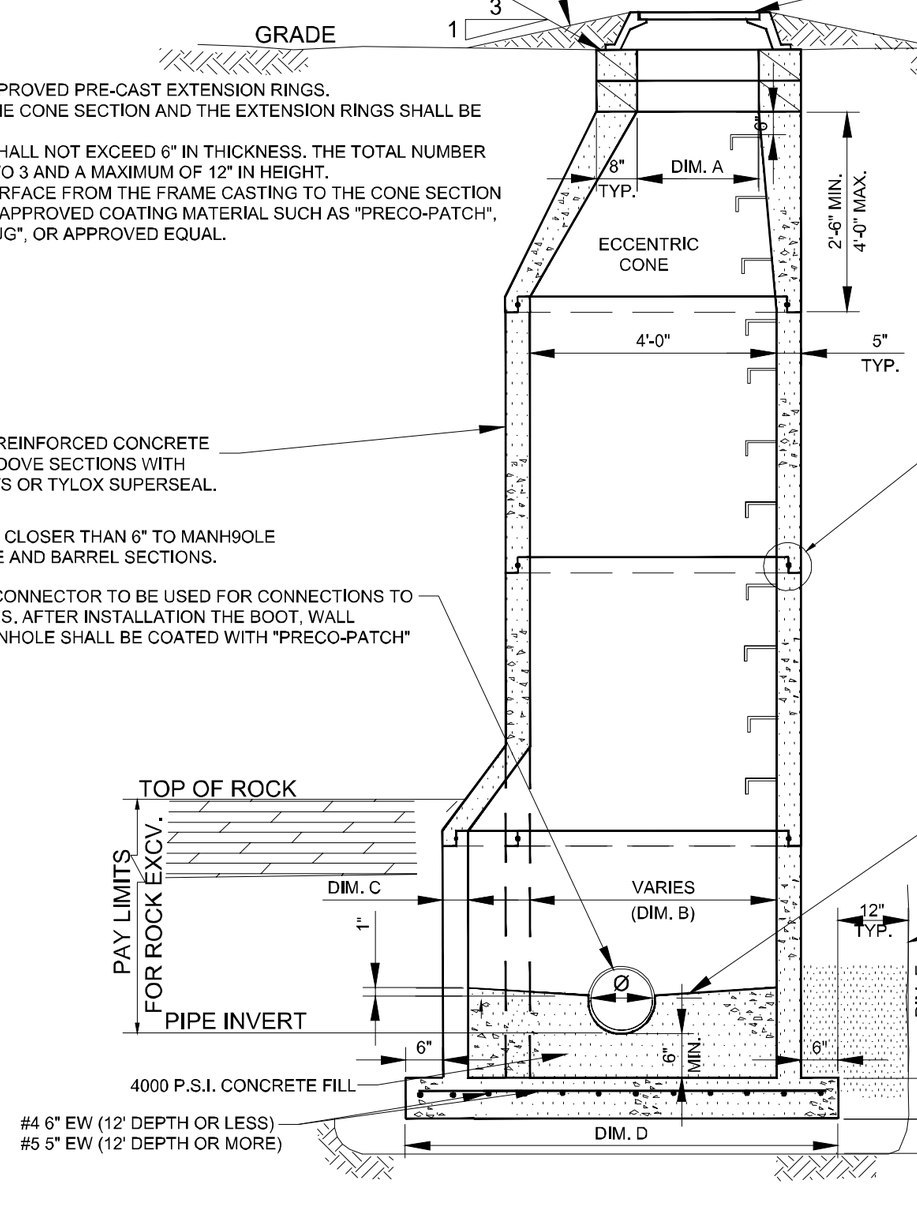
EARTHFILL INCLUDE IN MANHOLE BID ITEM

RIM ELEVATION OF THE COVER TO BE FLUSH WITH EXISTING PAVEMENT OR LAWN AREAS. IN UNDEVELOPED AREAS THE RIM ELEVATION SHALL BE SET ACCORDING TO THE PROFILES.

GRADE

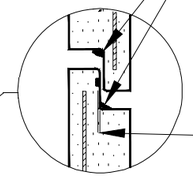
3
1

ADJUST TO GRADE WITH APPROVED PRE-CAST EXTENSION RINGS.
(A) THE JOINTS BETWEEN THE CONE SECTION AND THE EXTENSION RINGS SHALL BE MORTARED IN PLACE,
(B) THE INDIVIDUAL RINGS SHALL NOT EXCEED 6" IN THICKNESS. THE TOTAL NUMBER PLACED SHALL BE LIMITED TO 3 AND A MAXIMUM OF 12" IN HEIGHT.
(C) THE ENTIRE OUTSIDE SURFACE FROM THE FRAME CASTING TO THE CONE SECTION SHALL BE COATED WITH AN APPROVED COATING MATERIAL SUCH AS "PRECO-PATCH", "ROCK MOUNT", "WATER PLUG", OR APPROVED EQUAL.

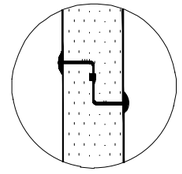


FIRST MANHOLE STEP SHALL BE 6" FROM THE TOP OF THE CONE.

FIRST "O" RING JOINTS, ASPHALTIC JOINT COMPOUND (60-100mil) SHALL BE BUTTERED ON SPIGOTS AND BELLS PRIOR TO ASSEMBLING THE MANHOLE SECTIONS.



"O" RING JOINT, TYLOX SUPERSEAL, OR EQUAL



AFTER THE BARREL SECTIONS ARE ASSEMBLED, THE EXCESS JOINT COMPOUND SHALL BE TROWELED OFF THE INSIDE AND OUTSIDE FACES. THE INSIDE FACE OF THE JOINT SHALL BE TROWELED WITH "PRECO-PATCH" OR APPROVED EQUAL, THE OUTSIDE WITH DEWITT NO.10, DURASEAL 3101, PIONEER 301 OR APPROVED EQUAL.

ASTM G478 (LATEST DATE) REINFORCED CONCRETE (4000 PSI) TONGUE AND GROOVE SECTIONS WITH ROUND NEOPRENE GASKETS OR TYLOX SUPERSEAL.

SEWER PIPE SHALL NOT BE CLOSER THAN 6" TO MANH9OLE JOINT SURFACES FOR BASE AND BARREL SECTIONS.

HEAVY DUTY BOOT STYLE CONNECTOR TO BE USED FOR CONNECTIONS TO NEW PRECAST STRUCTURES. AFTER INSTALLATION THE BOOT, WALL PENETRATIONS OF THE MANHOLE SHALL BE COATED WITH "PRECO-PATCH" OR APPROVED EQUAL.

THE CHANNEL WIDTHS OF ALL BENCH TROUGHS SHALL BE EQUAL TO THE DIAMETER OF THE PIPE.

PAYLIMITS FOR SE;ECT MATERIAL AND ROCK EXCAVATION AT MANHOLES WHERE REQUIRED

LOWEST INVERT (EMBED MIN. 12" N #1 STONE)

6" CLASS 1, NO. 1 STONE COMPACTED TO THE PROPER ELEVATION WRAPPED IN NONWOVEN GEOTEXTILE, REQUIRED UNDER ALL MANHOLE BASES.

MANHOLE DIMENSIONS TABLE						
PIPE Ø	DIM. A	DIM. B	DIM. C	DIM. D	DIM. E	P.I.
≤15"	24"	4'-0"	5"	70"	8"	14H
18"	24"	5'-0"	6"	84"	8"	14I
21" - 27"	36"	6'-0"	7"	98"	8"	14J
30" - 36"	36"	8'-0"	9"	126"	14"	14K

DETAIL DR.07B

SANITARY SEWER PRECAST MANHOLES

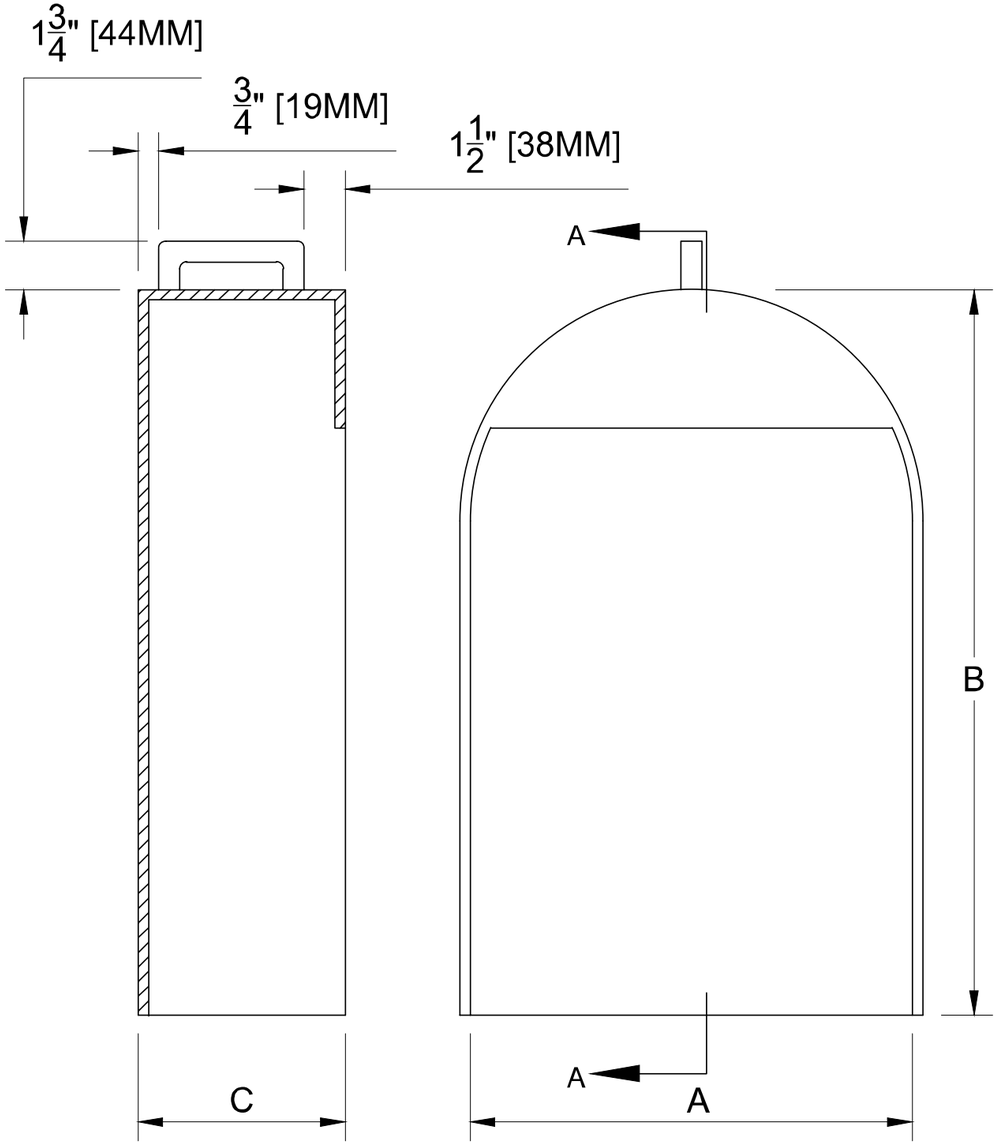
PIPE SIZES THRU 36" Ø

2022 TERM CONSTRUCTION CONTRACT VARIOUS LOCATIONS

ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

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NOTES:

1) MATERIAL SHALL BE GRAY CAST IRON CONFORMING TO A.S.T.M. A48 (LATEST REVISION) CLASS 30B.

2) TRAP SHALL BE MOUNTED AND INSTALLED WITH MATERIALS PROVIDED BY MANUFACTURER AND INSTALLED PER MANUFACTURER'S WRITTEN INSTRUCTIONS

3) MANUFACTURER: EJ OR APPROVED EQUAL.

PATTERN #	PAY ITEM	OUTLET	DIM. "A"	DIM. "B"	DIM. "C"
5954-8	P.I. 18A	8"Ø	11-1/2"	20-1/2"	5-1/2"
5954-10	P.I. 18B	10"Ø	13-1/4"	23-1/2"	6-1/2"
5954-12	P.I. 18C	12"Ø	15-3/4"	26"	7-1/2"
5954-15	P.I. 18D	15"Ø	18"	27"	9"

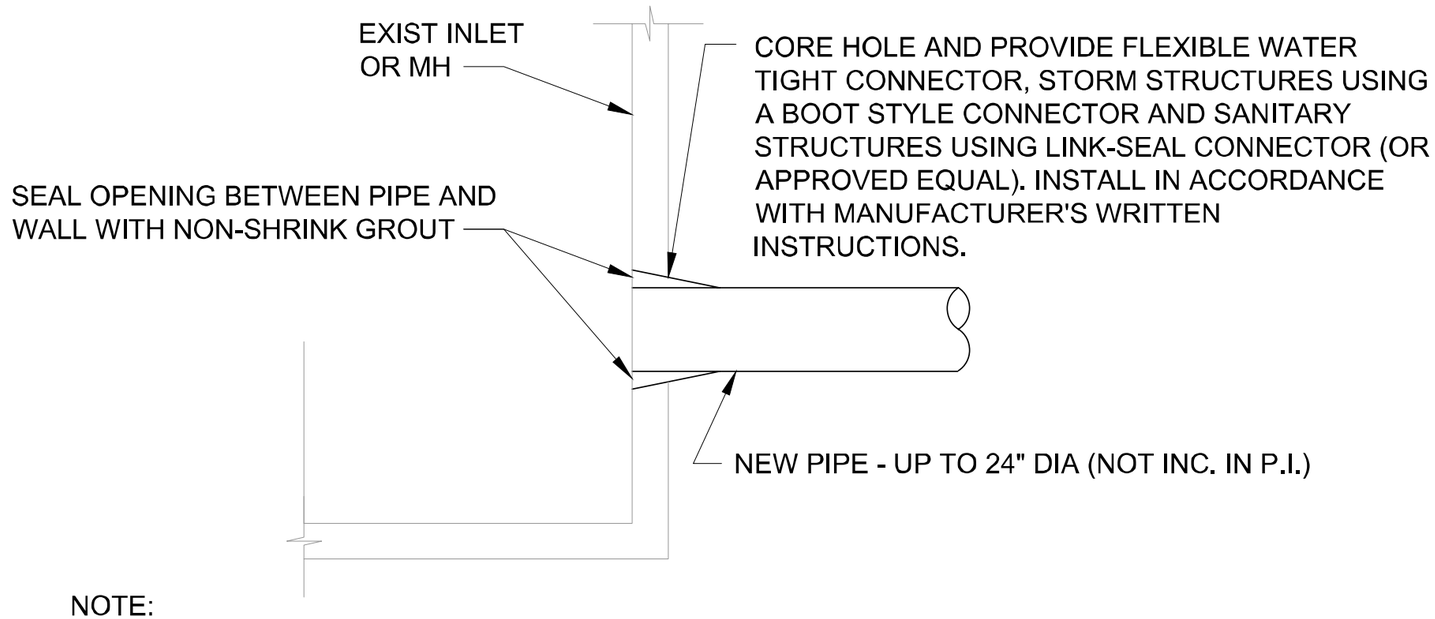
SECTION A - A

PAYMENT ITEMS 18A, 18B, 18C, 18D
DETAIL DR.08
CAST IRON TRAP

2022 TERM CONSTRUCTION CONTRACT AT VARIOUS LOCATIONS
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

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NOTE:

1. ALL CONNECTIONS MUST BE PERMANENTLY WATER TIGHT.

PAYMENT ITEM 36A

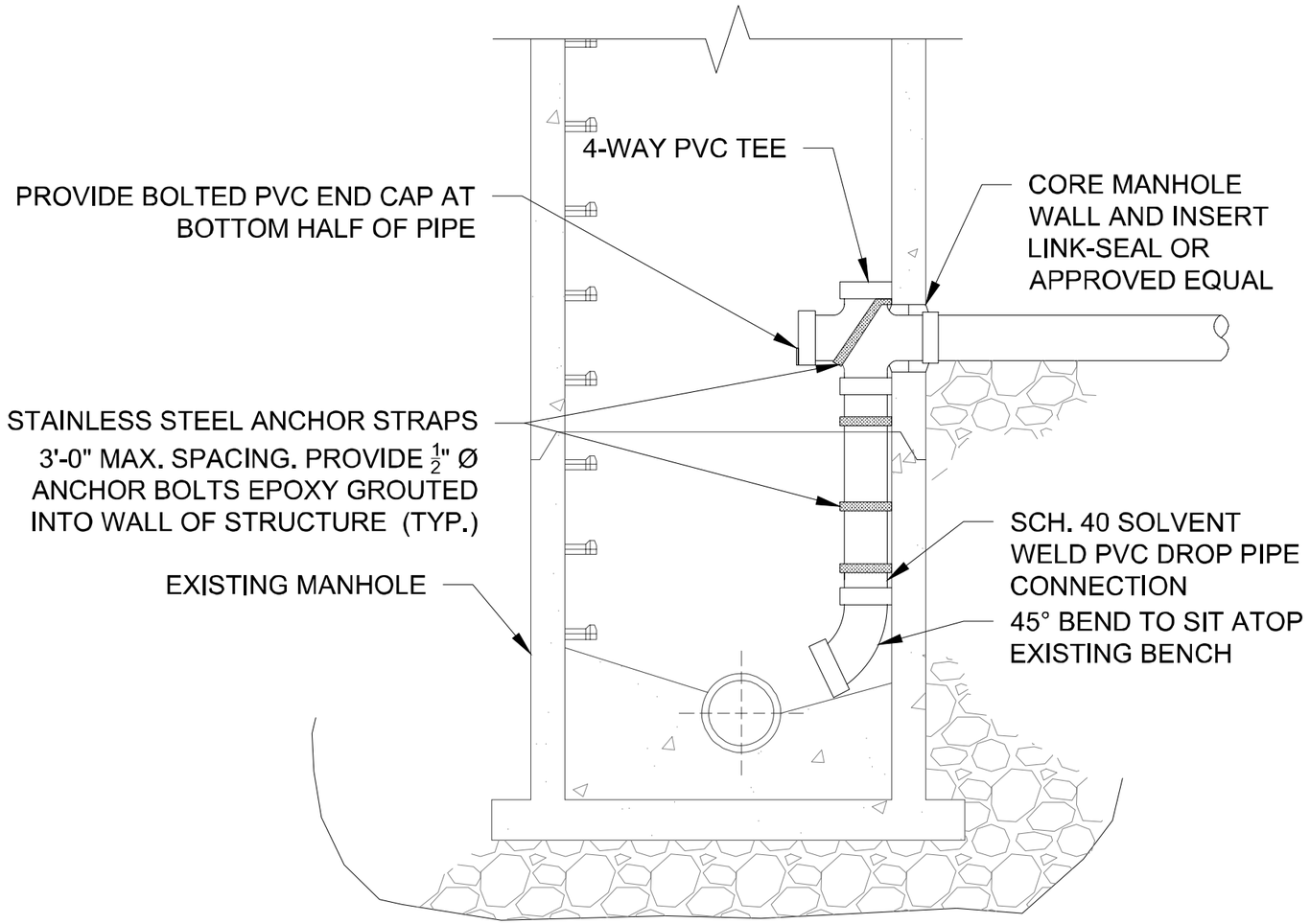
DETAIL DR.17

PIPE CONNECTION TO EXISTING STRUCTURE/ MANHOLE

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ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

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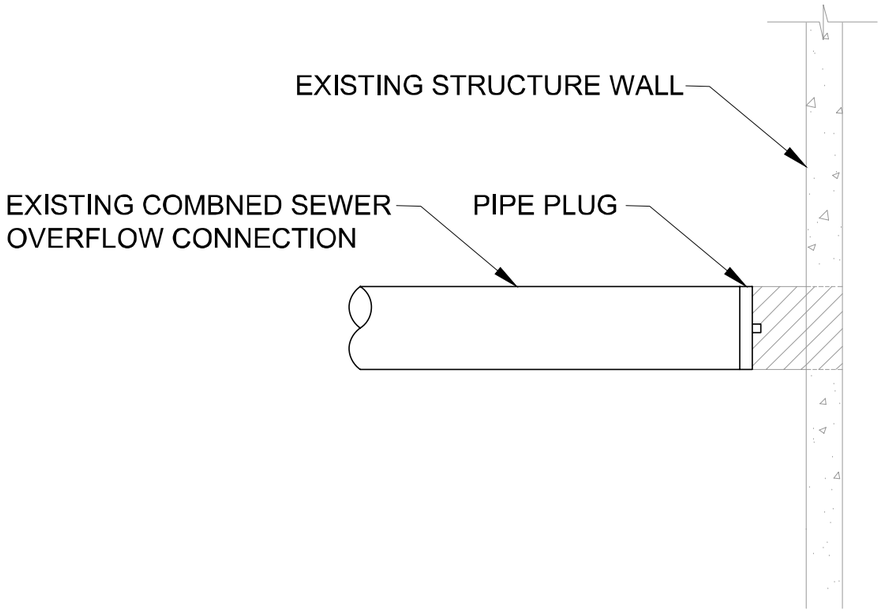


PAYMENT ITEM 16G
DETAIL DR.25
DROP CONNECTION INSIDE MANHOLE

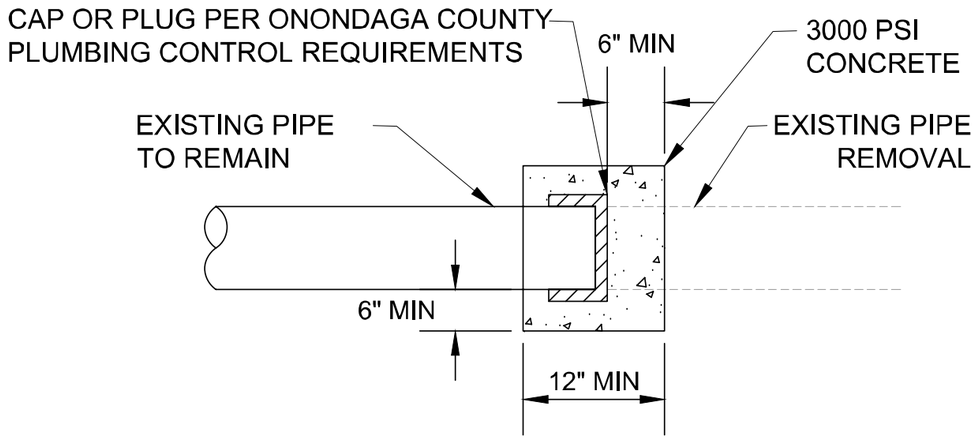
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CATCH BASIN LATERAL ABANDONMENT



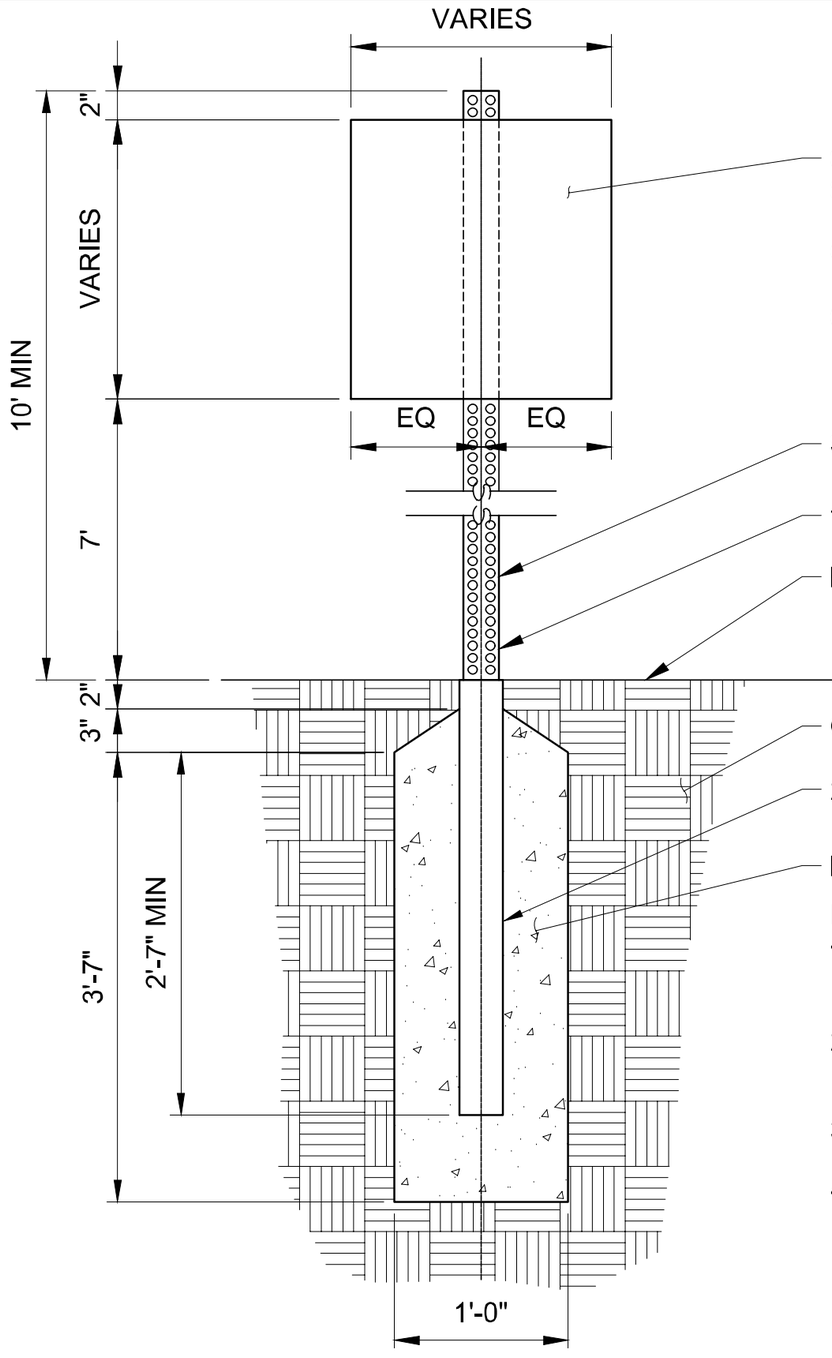
CATCH BASIN LATERAL ABANDONMENT
ALTERNATIVE

PAYMENT ITEM 36E
DETAIL DR.27
PLUG EXISTING CATCH BASIN LATERAL

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ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

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0.080 ALUMINUM STANDARD SIGN;
BOLT TO STEEL PIPE W/ 3/8" CADMIUM PLATED BOLTS, NUTS, AND WASHERS
(NEW SIGN P.I. 1.81A ONLY)

SEE NOTE 4

1-3/4" SQUARE TELESCOPIC SIGN POST

FINISH GRADE

COMPACTED SUBGRADE

2" SQUARE TELESCOPIC SIGN POST

NYSDOT CLASS A CONCRETE

NOTES:

1. CENTER SIGN ON POST HORIZONTALLY AND ENSURE SIGN IS PLUMB.
2. INSTALL SIGN POSTS ACCORDING TO CITY OF SYARCUSE STANDARDS.
3. FOR RESETTING SIGN, USE EXISTING STEEL POST AND SIGN.
4. BOTH SIGN POST PIECES SHALL HAVE PREDRILLED 3/8" HOLES IN 1-INCH LONGITUDINAL INCREMENTS ON ALL FOUR SIDES.

PAYMENT ITEMS 81A, 81B

DETAIL TU.06

SIGN POST FOUNDATION

2022 TERM CONSTRUCTION CONTRACT AT VARIOUS LOCATIONS
ONONDAGA COUNTY DEPARTMENT OF WATER ENVIRONMENT PROTECTION

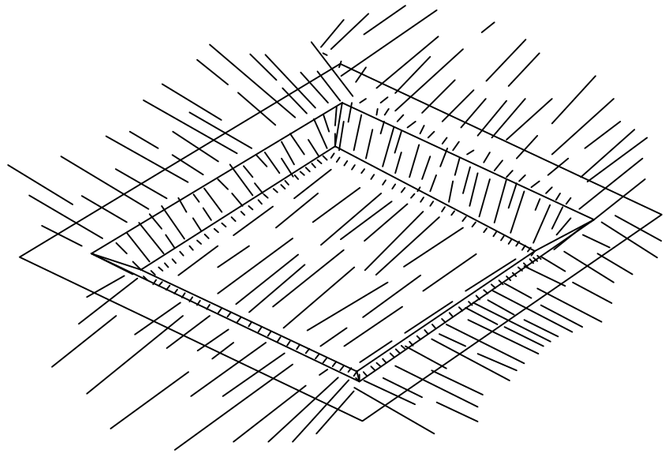
Jacobs

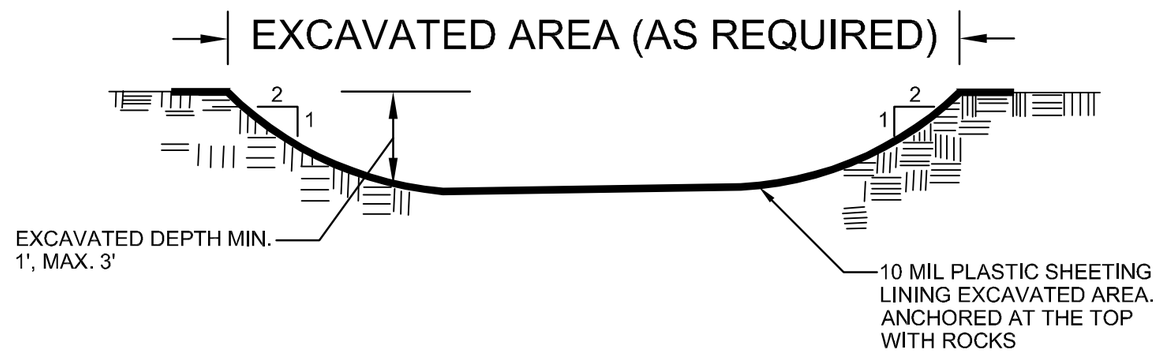
ZZ09A-TU06.DWG

CONSTRUCTION SPECIFICATIONS

1. CONCRETE WASHOUT AREA PLACED A MINIMUM 100' FROM ANY REGULATED WETLANDS.

2. CONCRETE WASHOUT NOT TO BE PLACED AT THE TOP OF ANY SLOPES.





PAYMENT ITEM 1.77
DETAIL TU.23
CONCRETE WASHOUT

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