

RFB #OC002-21 SNOW REMOVAL EQUIPMENT STORAGE BUILDING PROJECT

VOLUME 1 OF 2

**CONTRACT DOCUMENTS
FOR THE CONSTRUCTION OF
SNOW REMOVAL EQUIPMENT STORAGE BUILDING PROJECT
AT ORANGE COUNTY AIRPORT (MGJ)
MONTGOMERY, NEW YORK**

**GENERAL CONTRACT
FAA AIP No.: 3-36-0059-043-2019 (Design)
NYSDOT PIN.: 8903.56**

**OWNER:
EDWARD MAGRYTA
DIRECTOR OF AVIATION – ORANGE COUNTY AIRPORT
500 DUNN ROAD
MONTGOMERY, NEW YORK 12549
(845) 457-4926**

**ENGINEER:
JEFFREY D. PALIN P.E., LEED-AP
C&S ENGINEERS, INC.
499 COL. EILEEN COLLINS BOULEVARD
SYRACUSE, NY 13212
(315) -455-2000
RE-BID DOCUMENTS
JANUARY, 2021**



VOLUME 1 of 2

TABLE OF CONTENTS

ADVERTISEMENT

PROPOSAL

ATTACHMENTS TO PROPOSAL

Non-Collusive Proposal Certification

Resolution for Corporate Bidders

Buy American Certification

Certifications:

- Certification of Non-Segregated Facilities
- Debarment & Suspension Certification
- Lobbying and Influencing Federal Employees
- Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
- Trade Restriction Certification

Bidder's Statement of Previous Contracts Subject to EEO Clause as Described in Section 70-21

Certification for Receipt of Addenda

Statement of Surety's Intent

Contractor's Storm Water Pollution Prevention Plan Certification

Iranian Energy Sector Divestment Statement

Certification of Compliance with the Iran Divestment Act

Disadvantaged Business Enterprise (DBE) Statement

Bidder's List Collection Form (Bidder's Information)

Bidder's List Collection Form (Subcontractor's Information)

Safety Plan Compliance Document (SPCD) Certification

Contractor's Qualification Statement

Disclosure of Prior Non-Responsibility Determinations

Disclosure of Contractor-Subcontractor and Substantially Owned-Affiliated Entity Relationships

CONTRACT FORM

SPECIFICATIONS

PART 1 - GENERAL CONTRACT PROVISIONS

Section 10 Definition of Terms

Section 20 Proposal Requirements and Conditions

- 20-01 - Advertisement (Notice to Bidders)
- 20-02 - Qualifications of bidders
- 20-03 - Contents of proposal form
- 20-04 - Not Used
- 20-05 - Interpretation of estimated proposal quantities
- 20-06 - Examination of plans, specifications and site
- 20-07 - Preparation of proposal
- 20-08 - Responsive and responsible bidder
- 20-09 - Irregular proposals

-
- 20-10 - Bid guarantee
 - 20-11 - Delivery of proposal
 - 20-12 - Withdrawal or revision of proposals
 - 20-13 - Public opening of proposals
 - 20-14 - Disqualification of bidders
 - 20-15 - Questions, Interpretations, Non-Specified Products, Addenda

Section 30 Award and Execution of Contract

- 30-01 - Consideration of proposals
- 30-02 - Award of contract
- 30-03 - Cancellation of award
- 30-04 - Return of proposal guarantee
- 30-05 - Requirements of contract bonds
- 30-06 - Execution of contract
- 30-07 - Approval of contract
- 30-08 - Failure to execute contract

Section 40 Scope of Work

- 40-01 - Intent of contract
- 40-02 - Alteration of work and quantities
- 40-03 - Omitted items
- 40-04 - Extra work
- 40-05 - Maintenance of traffic
- 40-06 - Removal of existing structures
- 40-07 - Rights in and use of materials found in the work
- 40-08 - Final cleaning up

Section 50 Control of Work

- 50-01 - Authority of the Engineer
- 50-02 - Conformity with plans and specifications
- 50-03 - Coordination of contract, plans and specifications
- 50-04 - List of Special Provisions
- 50-05 - Cooperation of Contractor
- 50-06 - Cooperation between contractors
- 50-07 - Construction layout and stakes
- 50-07.1 - Additional Survey Requirements
- 50-08 - Authority and duties of inspectors
- 50-09 - Inspection of the work
- 50-10 - Removal of unacceptable and unauthorized work
- 50-11 - Load restrictions
- 50-12 - Maintenance during construction
- 50-13 - Failure to maintain the work
- 50-14 - Partial acceptance
- 50-15 - Final acceptance
- 50-16 - Claims for adjustment and disputes

Section 60 Control of Materials

- 60-01 - Source of supply and quality requirements
- 60-02 - Samples, tests and cited specifications
- 60-03 - Certification of compliance
- 60-04 - Plant inspection
- 60-05 - Engineer's field office

-
- 60-06 - Storage of materials
 - 60-07 - Unacceptable materials
 - 60-08 - Owner furnished materials

Section 70 Legal Regulations and Responsibility to Public

- 70-01 - Laws to be observed
- 70-02 - Permits, licenses and taxes
- 70-03 - Patented devices, materials and processes
- 70-04 - Restoration of surfaces disturbed by others
- 70-05 - Federal aid participation
- 70-06 - Sanitary, health and safety provisions
- 70-07 - Public convenience and safety
- 70-08 - Construction Safety and Phasing Plan (CSPP)
- 70-09 - Use of explosives
- 70-10 - Protection and restoration of property and landscape
- 70-11 - Responsibility for damage claims
- 70-12 - Third party beneficiary clause
- 70-13 - Opening sections of the work to traffic
- 70-14 - Contractor's responsibility for work
- 70-15 - Contractor's responsibility for utility service and facilities of others
- 70-16 - Furnishing rights-of-way
- 70-17 - Personal liability of public officials
- 70-18 - No waiver of legal rights
- 70-19 - Environmental protection
- 70-20 - Archaeological and historical findings
- 70-21 - Insurance Requirements
- 70-22 - Liens
- 70-23 - Set-off rights and back charges

Attachment A to Section 70-08 – Construction Safety and Phasing Plan (CSPP)

Section 80 Execution and Progress

- 80-01 - Subletting of contract
- 80-02 - Notice to proceed
- 80-03 - Execution and progress
- 80-04 - Limitation of operations
- 80-04.1 - Operational safety on airport during construction
- 80-05 - Character of workers, methods and equipment
- 80-06 - Temporary suspension of the work
- 80-07 - Determination and extension of contract time
- 80-08 - Failure to complete on time
- 80-09 - Default and termination of contract
- 80-10 - Termination for national emergencies
- 80-11 - Work area, storage area and sequence of operations

Section 90 Measurement and Payment

- 90-01 - Measurement of quantities
- 90-02 - Scope of payment
- 90-03 - Compensation for altered quantities
- 90-04 - Payment for omitted items
- 90-05 - Payment for extra work
- 90-06 - Partial payments

-
- 90-07 - Payment for materials on hand
 - 90-08 - Payment of withheld funds
 - 90-09 - Acceptance and final payment
 - 90-10 - Construction warranty
 - 90-11 - Contractor Final Project Documentation

SPECIAL PROVISIONS TO THE GENERAL CONTRACT PROVISIONS

SP 20-16 Addenda and interpretation

SP 20-17 Sales tax exemption

SP 30-09 Conformed Contract Documents

SP 30-10 Issued for Construction Contract Documents

SP 50-17 Removal of water

SP 50-18 Sheeting and bracing

SP 60-09 Shop and setting drawings and catalogue data

SP 60-10 Electrical shop drawings

SP 60-11 Substitute items

SP 60-12 Submittal procedure

SP 70-22 Additional sanitary, health, and safety provisions

SP 70-23 Federal Contract Provisions for procurement and contracting under AIP

- A1. Access to Records and Reports
- A2. Affirmative Action Requirement
- A3. Breach of Contract Terms
- A4. Buy American Preference Statement
- A5. Civil Rights - General
- A6. Civil Rights – Title VI Assurance
- A7. Clean Air and Water Pollution Control
- A8. Contract Workhours and Safety Standards Act Requirements
- A9. Copeland “Anti-Kickback” Act
- A10. Davis-Bacon Requirements
- A11. Debarment and Suspension
- A12. Disadvantaged Business Enterprise
- A13. Distracted Driving
- A14. Energy Conservation Requirements
- A15. Drug Free Workplace Requirements
- A16. Equal Employment Opportunity (EEO)
- A17. Federal Fair labor Standards Act (Federal Minimum Wage)
- A18. Lobbying and Influencing Federal Employees
- A19. Prohibition of Segregated Facilities
- A20. Occupational Safety and Health Act of 1970
- A21. Procurement of Recovered Materials
- A22. Right to Inventions
- A23. Seismic Safety
- A24. Tax Delinquency and Felony Convictions
- A25. Termination of Contract
- A26. Trade Restriction Certification
- A27. Veteran’s Preference

**SP 70-24 New York State Department of Transportation (NYSDOT) standard clauses
for New York state contracts**

- 1. Executory Clause
- 2. Non-Assignment Clause

-
3. Comptroller's Approval
 4. Workers' Compensation Benefits
 5. Non-Discrimination Requirements
 6. Wage and Hours Provisions
 7. Non-Collusive Bidding Certification
 8. International Boycott Prohibition
 9. Set-Off Rights
 10. Records
 11. Identifying Information and Privacy Notification
 12. Equal Employment Opportunities for Minorities and Women
 13. Conflicting Terms
 14. Governing Law
 15. Late Payment
 16. No Arbitration
 17. Service of Process
 18. Prohibition on Purchase of Tropical Hardwoods
 19. MacBride Fair Employment Principles
 20. Omnibus Procurement Act of 1992
 21. Reciprocity and Sanctions Provisions
 22. Compliance with New York State Information Security Breach and Notification Act
 23. Compliance with Consultant Disclosure Law
 24. Procurement Lobbying
 25. Certification of Registration to Collect Sales and Compensating Use Tax by Certain Contractors, Affiliates and Subcontractors
 26. Iran Divestment Act
 27. Admissibility of Reproduction of Contract

SP 70-25 NYSDOT terms and conditions

SP-70-26 Labor affidavits, New York State Laws of 1988

SP 90-12 Security for construction warranty

SP 90-13 Lien law

CONTRACTOR'S DBE PLAN

DBE LETTER OF INTENT FORM

DISADVANTAGED BUSINESS ENTERPRISE DBE PARTICIPATION SUMMARY

SUBCONTRACTOR'S PROMPT PAYMENT CERTIFICATION

MONTHLY DBE REPORT

SMALL BUSINESS PARTICIPATION PLAN

EQUAL EMPLOYMENT OPPORTUNITY POSTER

FEDERAL WAGE RATES

NEW YORK STATE PREVAILING WAGE RATES

**SPECIAL NOTE NEW YORK STATE DEPARTMENT OF LABOR PREVAILING
WAGE RATES**

**PRIME CONTRACTOR'S CERTIFICATION (NEW YORK STATE LABOR LAW
SECTION 220-a)**

**SUBCONTRACTOR'S CERTIFICATION (NEW YORK STATE LABOR LAW
SECTION 220-a)**

PART 1-A GENERAL CONDITIONS

Section 01011	Summary of Work and Contract Considerations
Section 01026	Lump Sum Items
Section 01045	Cutting and Patching
Section 01300	Administrative Requirements
Section 01310	Progress Schedules
Section 01330	Submittal Procedures
Section 01400	Quality Requirements
Section 01500	Temporary Facilities and Controls
Section 01600	Product Requirements
Section 01700	Execution Requirements
Section 014100	Special Inspections and Testing; Statement of Special Inspections and Testing

PART 2 – GENERAL CONSTRUCTION ITEMS

Item C-102	Temporary Air and Water Pollution, Soil Erosion, and Siltation Control
Item C-105	Mobilization
Item C-106	Safety, Security and Maintenance of Traffic
M-150	Project Survey and Stakeout

VOLUME 2 of 2

TECHNICAL SPECIFICATIONS

Item Number	Description
<u>Division 3</u>	
033000	Cast In Place Concrete
<u>Division 5</u>	
051200	Structural Steel Framing
054000	Cold-Formed Metal Framing
055300	Welded Steel Gratings
<u>Division 6</u>	
061053	Miscellaneous Rough Carpentry
061600	Sheathing
<u>Division 7</u>	
072140	Building Insulation
074110	Metal Roof Panels
079200	Joint Sealants
<u>Division 8</u>	
081113	Hollow Metal Doors and Frames
083600	Sectional Overhead Door
087111	Door Hardware (Descriptive Specification)
088000	Glazing
089119	Fixed Louvers
<u>Division 9</u>	
099113	Exterior Painting
099123	Interior Painting
<u>Division 10</u>	
104416	Fire Extinguishers
<u>Division 13</u>	
133419	Metal Building Systems
<u>Division 22</u>	
220529	Supports and Anchors
220553	Piping Identification
221113	Facilities Water Distribution Piping
223000	Plumbing – General
<u>Division 23</u>	
230513	Common Motor Requirements for HVAC Equipment
230514	Electrical Wiring for HVAC Equipment

233423	HVAC Power Ventilators
233723	HVAC Gravity Ventilators
235523	Low Intensity, Gas-Fired, Radiant Heaters

Division 26

260513	Medium-Voltage Cables
260519	Low-Voltage Electrical Power Conductors and Cables
260526	Grounding and Bonding for Electrical Systems
260529	Hangers and Supports for Electrical Systems
260533	Raceways and Boxes for Electrical Systems
260543	Underground Ducts and Raceways for Electrical Systems
260544	Sleeves & Sleeve Seals for Electrical Raceways & Cabling
260553	Identification for Electrical Systems
260923	Lighting Control Devices
262416	Panelboards
262726	Wiring Devices
262816	Enclosed Switches and Circuit Breakers
265119	LED Interior Lighting
265213	Emergency and Exit Lighting
265619	LED Exterior Lighting

Divisions 31, 32 and 33

312000	Earth Moving
312319	Dewatering
315000	Excavation Support and Protection
321216	Asphalt Paving
329200	Turf and Grasses
334100	Storm Utility Drainage Piping

GEOTECHNICAL INFORMATION

Daniel G. Loucks, P.E. Geo-tech Report

CONTRACT DRAWINGS

Sheet No.	Title
G-001	Title Page
GC-101	General Plan and Contractor's Haul Route
GC-102	Construction Safety and Phasing Plan
GC-501	Construction Safety Notes and Details
C-001	General Notes, Abbreviations, and Legend
C-002	Existing Conditions Plan and Demolition Plan
C-101	Site Plan and Layout Plan
C-102	Utility Plan
C-103	Grading Plan and Erosion Control Plan
C-501	Details
C-502	Details
S-001	General Notes and Typical Details
S-101	Foundation Plans
S-102	Slab Plan

S-103	Framing Plan
S-501	Details
A-001	Building Code Information
A-101	Plans
A-201	Exterior Elevations
A-301	Building Sections
A-501	Details
A-601	Schedules and Door Details
P-101	Plumbing First Floor Plan and Details
M-001	General Notes, Abbreviations and Symbols
M-101	HVAC Floor Plans and Elevations
M-601	Schedules and Details
E-001	Electrical Notes, Symbols and Abbreviations
E-100	Electrical Site Plan
E-101	Electrical Power Plan
E-102	Electrical Lighting Plans and Details
E-501	Details
E-601	One-Line Diagram and Schedules

END OF TABLE OF CONTENTS

ADVERTISEMENT - INVITATION TO BID

Sealed Bids, subject to the conditions contained in the Request for Bids (RFB), will be received by James P. Burpoe, Commissioner of General Services of the County of Orange, at the Department of General Services, Government Center, 255-275 Main Street, Goshen, New York 10924, up to and including March 30, 2021 at 2:00 P.M. and then publicly opened and read aloud for furnishing all labor and materials and performing all work for:

SNOW REMOVAL EQUIPMENT STORAGE BUILDING PROJECT ORANGE COUNTY AIRPORT MONTGOMERY, NEW YORK

This project generally consists of the construction of a new Snow Removal Equipment Storage Building. The scope of work includes general construction, electrical, , HVAC, and plumbing, and multiple prime contracts will be issued for General Construction, Mechanical Construction, Plumbing Construction and Electrical Construction as permitted by General Municipal Law §101.

Electronic versions of Specifications and Drawings can be obtained starting March 8, 2021 from www.orangecountygov.com/577/General-Services under "Current Bids and Proposals" or contacting GeneralServices@orangecountygov.com.

For any Prospective bidders who require paper documents, a deposit of \$100.00 will be required for each set. Cash deposits will not be accepted. All checks are to be made payable to the County of Orange, Commissioner of Finance. Paper copies may only be obtained at the Orange County Airport, Managers Office Building, 500 Dunn Road, Montgomery, NY 12549, Monday through Friday between the hours of 9:00 a.m. and 3:00 p.m. Please call ahead: 845-457-4925. A refund will be made, in the amount of \$100.00, to Bidders or (\$50.00) to Non-Bidders, for the return of all the sets in good condition within thirty (30) days of award or rejection of Bids.

For mailing of plans and specifications to bidders, a non-refundable mailing fee of \$100.00 is required. The mailing fee shall be a separate check from the deposit for plans and specifications and shall be made payable to the County of Orange, Commissioner of Finance. Bidders wishing to use other delivery methods (i.e.: UPS, FedEx) shall provide their account number.

A non-mandatory pre-bid walk thru of the project site has been scheduled for Thursday, March 18, 2021 at 10:00 a.m.. Details regarding how to participate may be obtained by contacting Ed Magryta. emagryta@orangecountygov.com (845) 457-4926.

Questions concerning this project or the RFB are due by March 22, 2021 10:00 A.M. and shall be directed in writing to the Department of General Services via email: GeneralServices@orangecountygov.com. The County reserves the right to revise or amend the RFB prior to the bid opening date and, if made, will be announced by addenda to the RFB.

The County of Orange, in order to promote its Affirmative Action Plan, invites sealed bids from minority and women owned businesses, as well as disadvantaged business enterprises. This Affirmative Action Policy applies to all persons without regard to race, color, creed, national origin, age, sex or handicap.

This contract is subject to compliance with Article 8 of the New York State Labor Law regarding prevailing rate of wages.

Awarded Contractor must provide Performance and Payment Bonds, each equal to 100% of the Contract amount and insurance coverages as specified in the Contract Documents, with the County and Engineer named as additional insureds, and prior to Final Payment, a one-year Maintenance Bond against any defects in workmanship or materials in an amount equal to 10% of the Contract Price at Substantial Completion.

Five (5) sets of Bids (one set with original signatures) must be submitted upon the proposal form(s) provided in the RFB, or any addenda. Bid security in the amount of 5% of the bid (including base bid, allowance and add on items) as a bid bond or certified check payable to the County Of Orange, Commissioner of Finance. Failure to submit bid security with the Proposal or to use the Proposal forms will result in automatic disqualification of bid.

Packages containing bids must be sealed and clearly marked on the outside packaging RFB-OC002-21 SNOW REMOVAL EQUIPMENT STORAGE BUILDING PROJECT and addressed to James Burpoe, Commissioner, Department of General Services, PO Box 218, 255-275 Main St., Goshen, NY 10924 and will be received up to and including **Tuesday, March 30th, 2021 at 2:00 P.M.** If not sending your Bid via U.S. Mail (i.e., FedEx, UPS) use the

following address: Orange County Department of General Services, 255-275 Main St., Goshen, New York 10924. Late, faxed or e-mailed Bids are not permitted.

ADDITIONAL BIDDING REQUIREMENTS ARE INCLUDED IN THE INSTRUCTIONS TO BIDDERS.

PROPOSAL
FOR CONSTRUCTION OF THE
SNOW REMOVAL EQUIPMENT STORAGE BUILDING
AT
ORANGE COUNTY AIRPORT (MGJ)
500 DUNN ROAD
MONTGOMERY, NEW YORK 12549
RFB-OC002-21

TO: THE COUNTY OF ORANGE
255 MAIN STREET, GOSHEN NEW YORK 10924

The undersigned, as Bidder, hereby declares that he/she has examined the site of the work and informed himself/herself fully in regard to all conditions pertaining to the place where the work is to be done; that he/she has examined and read the Contract Documents and Contract Drawings for the work and all addenda relative thereto furnished prior to the opening of Bids; that he/she has satisfied himself/herself relative to the work to be performed.

The Bidder understands that the advertisement, located in the front of these Contract Documents, contains the location and a description of the proposed construction, as well as indicates the place, date, and time of the proposal opening; information about a Pre-Bid conference, if scheduled, is contained in the advertisement; a listing of estimated quantities is located in the front of these Contract Documents; the time in which the work must be completed shall be in accordance with the subsection titled FAILURE TO COMPLETE ON TIME of Section 80. If the Bidder considers that the time to complete the work is inadequate, they should not submit a Bid.

The Bidder understands the quantities for Bid items listed on the proposal sheets are estimated quantities only for the purpose of comparing Bids; any difference between these estimated quantities and actual quantities required for construction shall not be taken as a basis for claims by the Contractor for extra compensation; compensation will be based upon the unit prices and actual construction quantities.

The Bidder understands that the description under each item, being briefly stated, implies, although it does not mention, all incidentals and that the prices stated are intended to cover all such work, materials and incidentals as constitute Bidder's obligations as described in the specifications and any details not specifically mentioned, but evidently included in the Contract shall be compensated for in the item which most logically includes it.

The Bidder understands that Proposal Guaranty shall be in the form of a bid bond or certified check in the amount of five percent (5%) of this Bid in accordance with the subsection Proposal Guaranty 20-10 of Section 20; the Proposal Guaranty shall become the property of the Owner in the event the Contract and bond(s) are not executed within the time above set forth, as liquidated damages for the delay and additional expense to the Owner caused thereby.

The Bidder agrees that upon receipt of written notice of the acceptance of this Proposal, Bidder will execute the Contract attached within fifteen (15) days and deliver a Surety Bond or Bonds as required by the subsection 30-05 Requirements of Contract Bonds of Section 30. The Bidder further agrees to commence construction with an adequate work force, plant and equipment on the date stated in the written notice to proceed and will progress therewith to its completion within the time stated, and in accordance with this Contract and Specifications.

LUMP SUM BID SHEET

Orange County Airport

Snow Removal Equipment Storage Facility Project Construction Phase

BIDDERS PLEASE NOTE: It is not necessary to bid on all contracts but all items must be bid in each contract bid. For any contract not bid, please note N/A on each item line.

		Construction Phase	
Contract Number	Bid Item	Lump Sum Price Written In Words	Lump Sum Price In Numerals
1	General Construction Work: As Shown on G, GC, C, A, and S Drawings		\$
ADD-ON #1	Water Service From Existing Well: As Shown on Site Plan (ADD ON#1)		\$
T- 1	TOTAL BID: CONTRACT #1		\$

		Construction Phase	
Contract Number	Bid Item	Lump Sum Price Written In Words	Lump Sum Price In Numerals
2	Mechanical Construction Work: As Shown on M Drawings		\$
T- 2	TOTAL BID: CONTRACT #2		\$

		Construction Phase	
Contract Number	Bid Item	Lump Sum Price Written In Words	Lump Sum Price In Numerals
3	Plumbing Construction Work: As Shown on P Drawings		\$
T- 3	TOTAL BID: CONTRACT #3		\$

		Construction Phase	
Contract Number	Bid Item	Lump Sum Price Written In Words	Lump Sum Price In Numerals
4	Electrical Construction work: As Shown on E Drawings		\$
4-A	Utility Coordination Allowance	Ten Thousand Dollars and No Cents	\$10,000.00
T-4	TOTAL BID: CONTRACT #4		\$

The bidder states that this proposal is based upon prevailing wages in the County of Orange, New York and in no case are wages considered less than those predetermined by the State and Federal Departments of Labor, schedules of which are contained in the Contract Documents.

The bidder proposes and agrees, if this Proposal is accepted, to contract in the form of contract specified in this Request for Bids, to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the construction of the Snow Removal Equipment Storage Building project in full and complete accordance with the shown, noted, described and reasonably intended requirements of the Contract Documents and Contract Drawings, to the full and entire satisfaction of the Owner, with a definite understanding that no money will be allowed for extra work except as set forth in the attached Contract Documents, for the unit prices listed for each item.

BIDDER'S CONTACT INFORMATION (FOLLOW UP AFTER BID, IF REQUIRED):

CONTACT NAME: _____

PHONE NUMBER: _____

EMAIL: _____

ADDRESS: _____

The individual submitting this Bid on behalf of the business entity noted above, certifies under the penalties of perjury by his or her signature below that:

- that this Bid is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this section, the work "person" shall mean any natural person, joint venture, partnership, corporation, or other business or legal entity;
- he or she is able to furnish labor that can work in harmony with all elements of labor employed or to be employed on the work;

-
- he or she has read and understood the full Request for Bid;
 - he or she is duly authorized to submit the Bid on behalf of the business entity;
 - he or she understands and has complied with the requirements of State Finance Law Sections 139-j and 139-k and will continue to do so throughout the Restricted Period; and
 - that the business entity submitting this bid, and in the case of a joint bid each party as to its own organization, 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 201-g of the New York State Labor Law.

BIDDER, IF AN INDIVIDUAL:

BY: _____
(Printed Name)

(Signature)

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

DATE: _____

BIDDER, IF A PARTNERSHIP (GIVE NAMES AND ADDRESSES OF EACH PARTNER):

BY: _____
(Printed Name)

(Signature)

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

DATE: _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

BIDDER, IF A CORPORATION:

BY: _____
(Printed Name & Title)

(Signature)

**CORPORATION
NAME:** _____

ADDRESS: _____ **(SEAL)**

**STATE OF CORPORATION
CHARTER:** _____

PHONE NO: _____

DATE: _____

**PRESIDENT'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**SECRETARY'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**TREASURER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

ATTACHMENTS TO PROPOSAL

BIDDER and his/her surety, where appropriate, have completed and executed the attached documents which are identified below.

Non-Collusive Bidding Certificate

Resolution for Corporate Bidders

Buy American Certification

Certifications:

- Certification of Non-Segregated Facilities
- Debarment & Suspension Certification
- Lobbying and Influencing Federal Employees
- Certification of Offeror/Bidder Regarding Tax Delinquency and Felony Convictions
- Trade Restriction

Bidder's Statement of Previous Contracts Subject to EEO Clause as Described in Section 70-21

Certification for Receipt of Addenda

Statement of Surety's Intent

Iranian Energy Sector Divestment Statement

Certification of Compliance with the Iran Divestment Act

Disadvantaged Business Enterprise (DBE) and Small Business Element (SBE) Statement

Bidder's List Collection Form (Bidder's Information)

Bidder's List Collection Form (Subcontractor's Information)

Safety Plan Compliance Document (SPCD) Certification

Contractor's Qualification Statement

Disclosure of Prior Non-Responsibility Determinations

Disclosure of Contractor-Subcontractor and Substantially Owned-Affiliated Entity Relationships

NON-COLLUSIVE BIDDING CERTIFICATE

The Signer of this Bid declares:

- A. That he/she has carefully examined the annexed form of the Agreement and Contract.
- B. Pursuant to Section 103-d of the General Municipal Law, by submission of this Bid, That each Bidder and each person signing on behalf of any Bidder certifies, and in the case of a joint Bid each party thereto certifies as to its own organization, under penalty of perjury, that to the best of knowledge and belief:
1. The prices in this Bid have been arrived at independently without collusion, consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other Bidder or with any competitor;
 2. Unless otherwise required by law, the prices which have been quoted in this Bid have not been knowingly disclosed by the Bidder, and will not knowingly be disclosed by the Bidder prior to opening, directly or indirectly, to any other Bidder or to any competitor; and
 3. No attempt has been made or will be made by the Bidder to induce any other person, partnership or corporation to submit or not to submit a Bid for the purpose of restricting competition.

I hereby affirm under the penalties of perjury that the foregoing statement is true.

Affix Seal
if Principal
is Corporation

BIDDER: _____

BY: _____

TITLE: _____

STATE OF NEW YORK

SS:

COUNTY OF _____)

On the _____ day of _____, 20____, before me personally came _____

to me known, who, being by me duly sworn, did swear and affirm that he/she resides at _____

_____ ; that he/she is the _____
of the Bidder herein and signs the foregoing Non-Collusive Certification on behalf of such Bidder; that he/she executed the foregoing Non-Collusive Certification; and that, to the best of his knowledge and belief, the statement made in the foregoing Non- Collusive Certification is true.

NOTARY PUBLIC

MY COMMISSION EXPIRES: _____

(This form must be completed and submitted with the Proposal.)

RESOLUTION FOR CORPORATE BIDDERS

RESOLVED, that _____ be authorized
(Name of Officer)
to sign and submit the bid or proposal of this corporation for the following project:

Snow Removal Equipment Storage Building Construction

and to include in such bid or proposal all the certifications and forms required by this Request for Bids as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under 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____.

(Secretary)

(Seal)

(This form must be completed and submitted with the Proposal.)

BUY AMERICAN CERTIFICATION

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the Federal Aviation Administration has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit the Buy America certification included herein with their bid or offer. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

CERTIFICATE OF BUY AMERICAN COMPLIANCE FOR TOTAL FACILITY

As a matter of bid responsiveness, the bidder or offeror must complete, sign, date, and submit this certification statement with its proposal. The bidder or offeror must indicate how it intends to comply with 49 USC § 50101 by selecting one of the following certification statements. These statements are mutually exclusive. Bidder must select one or the other (i.e. not both) by inserting a checkmark (✓) or the letter "X".

- ☐ Bidder or offeror hereby certifies that it will comply with 49 USC. 50101 by:
- a) Only installing steel and manufactured products produced in the United States; or
 - b) Installing manufactured products for which the FAA has issued a waiver as indicated by inclusion on the current FAA Nationwide Buy American Waivers Issued listing; or
 - c) Installing products listed as an Excepted Article, Material or Supply in Federal Acquisition Regulation Subpart 25.202.

By selecting this certification statement, the bidder or offeror agrees:

1. To provide to the Owner evidence that documents the source and origin of the steel and manufactured product.
2. To faithfully comply with providing US domestic products.
3. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

- ☐ The bidder or offeror hereby certifies it cannot comply with the 100% Buy American Preferences of 49 USC § 50101(a) but may qualify for either a Type 3 or Type 4 waiver under 49 USC § 50101(b). By selecting this certification statement, the apparent bidder or offeror with the apparent low bid agrees:

1. To submit to the Owner within 15 calendar days of the bid opening, a formal waiver request and required documentation that support the type of waiver being requested.
2. That failure to submit the required documentation within the specified timeframe is cause for a non-responsive determination that may result in rejection of the proposal.
3. To faithfully comply with providing US domestic products at or above the approved US domestic content percentage as approved by the FAA.
4. To furnish US domestic product for any waiver request that the FAA rejects.
5. To refrain from seeking a waiver request after establishment of the contract, unless extenuating circumstances emerge that the FAA determines justified.

Required Documentation

Type 3 Waiver - The cost of components and subcomponents produced in the United States is more than 60% of the cost of all components and subcomponents of the “facility”. The required documentation for a Type 3 Waiver is:

- a) Listing of all manufactured products that are not comprised of 100% US domestic content (Excludes products listed on the FAA Nationwide Buy American Waivers Issued listing and products excluded by Federal Acquisition Regulation Subpart 25.202; products of unknown origin must be considered as non-domestic products in their entirety)
- b) Cost of non-domestic components and subcomponents, excluding labor costs associated with final assembly and installation at project location.
- c) Percentage of non-domestic component and subcomponent cost as compared to total “facility” component and subcomponent costs, excluding labor costs associated with final assembly and installation at project location.

Type 4 Waiver – Total cost of project using US domestic source product exceeds the total project cost using non-domestic product by 25%. The required documentation for a Type 4 Waiver is:

- a) Detailed cost information for total project using US domestic product
- b) Detailed cost information for total project using non-domestic product

False Statements: Per 49 USC § 47126, this certification concerns a matter within the jurisdiction of the Federal Aviation Administration and the making of a false, fictitious or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code.

Date

Signature

Company Name

Title

(Buy American form(s) must be completed and submitted with the Proposal.)

CERTIFICATIONS

BIDDER'S NAME: _____

ADDRESS: _____

TELEPHONE NO.: _____ **FAX NO.** _____

IRS EMPLOYER IDENTIFICATION NUMBER: _____

NOTICE OF NONSEGREGATED FACILITIES REQUIREMENT

Notice to Prospective Federally Assisted Construction Contractors

1. A Certification of Non-segregated Facilities shall be submitted prior to the Award of a federally-assisted construction contract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving Contract Awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of the following notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

Notice to Prospective Subcontractors of Requirements for Certification of Non-Segregated Facilities

1. A Certification of Non-segregated Facilities shall be submitted prior to the Award of a subcontract exceeding \$10,000, which is not exempt from the provisions of the Equal Opportunity Clause.
2. Contractors receiving subcontract awards exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity Clause will be required to provide for the forwarding of this notice to prospective subcontractors for supplies and construction contracts where the subcontracts exceed \$10,000 and are not exempt from the provisions of the Equal Opportunity Clause.
3. The penalty for making false statements in offers is prescribed in 18 U.S.C. § 1001.

* * * * *

CERTIFICATION OF NON-SEGREGATED FACILITIES

The federally-assisted construction contractor certifies that it does not maintain or provide, for its employees, any segregated facilities at any of its establishments and that it does not permit its employees to perform their services at any location, under its control, where segregated facilities are maintained. The federally-assisted construction contractor certifies that it will not maintain or provide, for its employees, segregated facilities at any of its establishments and that it will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The federally-assisted construction contractor agrees that a breach of this certification is a violation of the Equal Opportunity Clause in this contract.

As used in this certification, the term "segregated facilities" means any waiting rooms, work areas, restrooms, and washrooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation, and housing facilities provided for employees which are segregated by explicit directives or are, in fact,

segregated on the basis of race, color, religion, sex, sexual orientation, gender identity or national origin because of written or oral policies or employee custom. The term does not include separate or single-user restrooms or necessary dressing or sleeping areas provides to assure privacy between the sexes.

The Contractor agrees that (except where it has obtained identical certifications from proposed subcontractors for specific time periods) it 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 and that it will retain such certifications in its files.

* * * * *

CERTIFICATION OF OFFEROR/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a “covered transaction”, must verify each lower tier participant of a “covered transaction” under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>
2. Collecting a certification statement similar to the Certificate Regarding Debarment and Suspension (Bidder or Offeror), above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

* * * * *

CERTIFICATION REGARDING LOBBYING

The bidder or offeror certifies by signing and submitting this bid or proposal, 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 Bidder or Offeror, 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 sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients 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.

* * * * *

CERTIFICATION OF OFFERER/BIDDER REGARDING TAX DELINQUENCY AND FELONY CONVICTIONS

The Contractor must complete the following two certification statements. The Contractor must indicate its current status as it relates to tax delinquency and felony conviction by inserting a checkmark or "X" in the space following the applicable response. The Contractor agrees that, if Awarded a contract resulting from this solicitation, it will incorporate this provision for certification in all lower tier subcontracts.

Certifications:

- 1) The Contractor represents that it is (___) is not (___) a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.
- 2) The Contractor represents that it is (___) is not (___) a corporation that was convicted of a criminal violation under any Federal law within the preceding 24 months.

Note:

If a Contractor responds in the affirmative to either of the above representations, the Contractor is ineligible to receive an Award unless the sponsor has received notification from the agency suspension and debarment official (SDO) that the SDO has considered suspension or debarment and determined that further action is not required to protect the Government's interests. The Contractor therefore must provide information to the owner about its tax liability or conviction to the Owner, who will then notify the FAA Airports District Office, which will then notify the agency's SDO to facilitate completion of the required considerations before Award decisions are made.

Term Definitions

Felony conviction: Felony conviction means a conviction within the preceding twenty four (24) months of a felony criminal violation under any Federal law and includes conviction of an offense defined in a section of the U.S. code that specifically classifies the offense as a felony and conviction of an offense that is classified as a felony under 18 U.S.C. § 3559.

Tax Delinquency: A tax delinquency is any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted, or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

* * * * *

TRADE RESTRICTION CERTIFICATION

By submission of an offer, the Offeror certifies that with respect to this solicitation and any resultant contract, the Offeror -

- a. is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms as published by the Office of the United States Trade Representative (U.S.T.R.);
- b. has not knowingly entered into any contract or subcontract for this project with a person that is a citizen or national of a foreign country included on the list of countries that discriminate against U.S. firms as published by the U.S.T.R.; and
- c. has not entered into any subcontract for any product to be used on the Federal on the project that is produced in a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R.

This certification concerns a matter within the jurisdiction of an agency of the United States of America and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

The Offeror/Contractor must provide immediate written notice to the Owner if the Offeror/Contractor learns that its certification or that of a subcontractor was erroneous when submitted or has become erroneous by reason of changed circumstances. The Contractor must require subcontractors provide immediate written notice to the Contractor if at any time it learns that its certification was erroneous by reason of changed circumstances.

Unless the restrictions of this clause are waived by the Secretary of Transportation in accordance with 49 CFR 30.17, no contract shall be Awarded to an Offeror or subcontractor:

- (1) who is owned or controlled by one or more citizens or nationals of a foreign country included on the list of countries that discriminate against U.S. firms published by the U.S.T.R. or
- (2) whose subcontractors are owned or controlled by one or more citizens or nationals of a foreign country on such U.S.T.R. list or
- (3) who incorporates in the public works project any product of a foreign country on such U.S.T.R. list;

Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by this provision. The knowledge and information of a contractor is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

The Offeror agrees that, if Awarded a contract resulting from this solicitation, it will incorporate this provision for certification without modification in all lower tier subcontracts. The contractor may rely on the certification of a prospective subcontractor that it is not a firm from a foreign country included on the list of countries that discriminate against U.S. firms as published by U.S.T.R, unless the Offeror has knowledge that the certification is erroneous.

This certification is a material representation of fact upon which reliance was placed when making an Award. If it is later determined that the Contractor or subcontractor knowingly rendered an erroneous certification, the Federal Aviation Administration may direct through the Owner cancellation of the contract or subcontract for default at no cost to the Owner or the FAA.

Printed Name & Title: _____

Signature: _____

Date: _____

(These certifications must be completed and submitted with the Proposal.)

**BIDDER'S STATEMENT OF PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE AS
DESCRIBED IN SECTION 70-21**

The Bidder shall complete the following statement by checking the appropriate boxes.

The Bidder has ____ has not ____ participated in a previous contract subject to the Equal Opportunity Clause prescribed by Executive Order 11246, of September 24, 1965, as amended,.

The Bidder has ____ has not ____ submitted all compliance reports in connection with any such contract due under the applicable filing requirements; and that representations indicating submission of required compliance reports signed by proposed subcontractors will be obtained prior to award of subcontracts.

If the Bidder has participated in a previous contract subject to the Equal Opportunity Clause and has not submitted compliance reports due under applicable filing requirements, the Bidder shall submit a compliance report on Standard Form 100, "Employee Information Report EEO-1", attached to this proposal.

CERTIFICATION FOR RECEIPT OF ADDENDA

Receipt of the following Addenda is acknowledged:

ADDENDUM NO.: _____

DATED: _____

ADDENDUM NO.: _____

DATED: _____

ADDENDUM NO.: _____

DATED: _____

(Firm or Corporation Making Bid)

(Signature of Authorized Person)

P.O. Address: _____

Dated: _____

(This form must be completed and submitted with the Proposal.)

STATEMENT OF SURETY'S INTENT

TO: County of Orange, New York

We have reviewed the bid of _____
(Contractor)

of _____
(Address)

for the Snow Removal Equipment Storage Building Construction,

project for which bids 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 it, it is our present intention to become surety on the performance bond and payment bond required by the Contract.

Any arrangement for the bonds required by the Contract is a matter between the Contractor and ourselves and we assure 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)

(Corporate seal, if any. If no seal, write "No Seal" across this place and sign.)

ATTACH PROPOSAL GUARANTEE

ATTACH POWER OF ATTORNEY

**(This form must be complete and submitted with the Proposal.
Copies of this form may be filled out and attached to this page.)**

CONTRACTOR'S STORM WATER POLLUTION PREVENTION PLAN CERTIFICATION

Airport Name/Location: Orange County Airport, 500 Dunn Road, Montgomery New York 12549

Project Name: Snow Removal Equipment Storage Building Construction

Contractor's Official Name: _____

Address: _____

Telephone Number: _____

Certification Statement:

"I certify under penalty of law that I understand and agree to comply with the terms and conditions of the Storm Water Pollution Prevention Plan for this project presented in the technical specifications of these Contract Documents in Item P-156, "Soil Erosion and Sediment Control". I understand and agree to comply with the terms and conditions of the New York State Pollutant Discharge Elimination System (SPDES) general permit for storm water discharges from construction activities and that it is unlawful for any person to cause or contribute to a violation of water quality standards. I understand that the Owner must file a "Notice of Intent for Stormwater Discharges Associated with Construction Activity Under SPDES General Permit #GP-0-20-001 (Permit)". I agree that I will not engage in activity that will cause stormwater to discharge from the construction site until such time that the Owner has received acknowledgment from the New York State Department of Environmental Conservation that construction activity associated with this project is covered under the Permit."

Printed Name of Bidder

Signature

Title

Date

(This form must be completed and submitted with the Proposal.)

IRANIAN ENERGY SECTOR DIVESTMENT STATEMENT

1. Contractor/Proposer hereby represents that said Contractor/Proposer is in compliance with New York State General Municipal Law Section 103-g entitled “Iranian Energy Sector Divestment”, in that said Contractor/Proposer has not:
 - (a) Provided goods or services of \$20 Million or more in the energy sector of Iran including but not limited to the provision of 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; or
 - (b) Acted as a financial institution and extended \$20 Million or more in credit to another person for forty-five days or more, if that person’s intent was to use the credit to provide goods or services in the energy sector in Iran.
2. Any Contractor/Proposer who has undertaken any of the above and is identified on a list created pursuant to Section 165-a (3)(b) of the New York State Finance Law as a person engaging in investment activities in Iran, shall not be deemed a responsible bidder pursuant to Section 103 of the New York State General Municipal Law.
3. Except as otherwise specifically provided herein, every Contractor/Proposer submitting a bid/proposal in response to this Request for Bids/Request for Proposals must certify and affirm the following under penalties of perjury:
 - (a) “By submission of this bid, each bidder and each person signing on behalf of any bidder certifies, and in the case of a joint bid, each party thereto certifies as to its own organization, under penalty of perjury, that to the best of its knowledge and belief, that each bidder is not on the list created pursuant to NYS Finance Law Section 165-a (3)(b).”
4. Except as otherwise specifically provided herein, any Bid/Proposal that is submitted without having complied with subdivision (a) above, shall not be considered for Award. In any case where the Bidder/Proposer cannot make the certification as set forth in subdivision (a) above, the Bidder/Proposer shall so state and shall furnish with the bid a signed statement setting forth in detail the reasons therefore. The Owner reserves its rights, in accordance with General Municipal Law Section 103-g to Award the Bid/Proposal to any Bidder/Proposer who cannot make the certification, on a case-by-case basis under the following circumstances:
 - (1) The investment activities in Iran were made before April 12, 2012, the investment activities in Iran have not been expanded or renewed after April 12, 2012, and the Bidder/Proposer has adopted, publicized and is implementing a formal plan to cease the investment activities in Iran and to refrain from engaging in any new investments in Iran; or
 - (2) The Owner has made a determination that the goods or services are necessary for the Owner to perform its functions and that, absent such an exemption, the Owner would be unable to obtain the goods or services for which the Bid/Proposal is offered. Such determination shall be made by the Owner in writing and shall be a public document.
5. **Bidder or Proposer shall sign and notarize the attached “Certification of Compliance with the Iran Divestment Act” form with your proposal.**

CERTIFICATION OF COMPLIANCE WITH THE IRAN DIVESTMENT ACT

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

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

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

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

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

I, _____, being duly sworn, deposes and says

that he/she is the _____ of the _____ Corporation and that neither the Bidder/Contractor nor any proposed subcontractor is identified on the Prohibited Entities List.

SIGNED

SWORN to before me this

_____ day of _____, 20____

Notary Public: _____

(This form must be completed and submitted with the Proposal.)

DISADVANTAGED BUSINESS ENTERPRISE (DBE) STATEMENT

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the Award or performance of this contract.

DISADVANTAGED BUSINESS ENTERPRISE:

The requirements of 49 CFR Part 26, Regulations of the U.S. Department of Transportation, apply to this contract. It is the policy of the Sponsor to practice nondiscrimination based on race, color, sex, or national origin in the Award or performance of this contract. All firms qualifying under this solicitation are encouraged to submit proposals. Award of this contract will be conditioned upon satisfying the DBE requirements of this contract. These requirements apply to all bidders, including those who qualify as a DBE. A DBE contract goal of 2.29 percent has been established for this contract. The bidder shall make good faith efforts, as defined in Appendix A, 49 CFR Part 26, to meet the contract goal for DBE participation in the performance of this contract. Excerpts from 49 CFR Part 26 are included in Section 70-21.13.

As a condition of bid responsiveness, the Bidder or Offeror shall submit with its Proposal the "Contractor's DBE Plan", and "DBE Letter of Intent Forms" from each of the DBE firms the Bidder or Offeror intends to use. If the contract goal is not met, Bidder or Offeror shall include documentation of good faith efforts with its DBE Plan.

The Contractor's DBE Plan Form and DBE Letter Of Intent Form are located in Section 200. The website for the Unified Certification Program directory in the state of New York is: <http://nysucp.newnycontracts.com>

CERTIFICATION OF BIDDER/OFFEROR: The undersigned Bidder or Offeror will satisfy the DBE requirements of these specifications in the following manner (please check the appropriate space):

- ☐ The Bidder or Offeror is committed to meeting or exceeding the DBE utilization goal stated above on this contract.
- ☐ The Bidder or Offeror, is unable to meet the DBE utilization goal stated above. However, we are committed to a minimum of ____% DBE utilization on this contract, and will include documentation demonstrating good faith efforts.

SMALL BUSINESS PARTICIPATION:

This Contract does not have a Small Business Element (SBE) set-aside.

IRS Number: _____

Signature and Title

BIDDER'S LIST COLLECTION FORM
(Bidder's Information)

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Airport Name: Orange County Airport (MGJ) AIP No. 3-36-0059-043-2019

Project Name: Snow Removal Equipment Storage Building Construction

Bidder's Information

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	<hr/>	<input type="checkbox"/> DBE	<input type="checkbox"/> Less than 1 year	<input type="checkbox"/> Less than \$500K
	<hr/>	<input type="checkbox"/> Non-DBE	<input type="checkbox"/> 1-3 years	<input type="checkbox"/> \$500K - \$1M
	<hr/>		<input type="checkbox"/> 4-7 years	<input type="checkbox"/> \$1-\$2M
	<hr/>		<input type="checkbox"/> 8-10 years	<input type="checkbox"/> \$2-\$5M
	<hr/>		<input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> More than \$5M

(This form must be completed and submitted with the Proposal.)

BIDDER'S LIST COLLECTION FORM
(Subcontractor's Information)

The sponsor is required by CFR Title 49, Subtitle A, Part 26, Subpart A, Section 26.11 to collect the following information from each subcontractor submitting a quote, bid or proposal to the bidder. As such, it is the responsibility of the bidder to complete the following information as a condition of submitting a proposal for this project. The sponsor will consider incomplete information to be an irregular proposal.

Please note that the information requested below must be filled out for each quote received by the bidder, regardless of DBE status. For example, if the bidder requests quotes from three contractors for electrical work, the information requested below must be filled out for the three subcontractors. It is important to note that providing the information does not commit the bidder to using any one of the three subcontractors in the work.

Airport Name: Orange County Airport (MGJ) AIP No. 3-36-0059-043-2019

Project Name: Snow Removal Equipment Storage Building Construction

Subcontractor's Information

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	<hr/> <hr/> <hr/> <hr/> <hr/>	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

Firm Name	Firm Street Address, City, State, Zip Code, Phone No.	DBE/Non DBE Status	Age of Firm	Annual Gross Receipts
	_____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M
	_____	<input type="checkbox"/> DBE <input type="checkbox"/> Non-DBE	<input type="checkbox"/> Less than 1 year <input type="checkbox"/> 1-3 years <input type="checkbox"/> 4-7 years <input type="checkbox"/> 8-10 years <input type="checkbox"/> More than 10 yrs.	<input type="checkbox"/> Less than \$500K <input type="checkbox"/> \$500K - \$1M <input type="checkbox"/> \$1-\$2M <input type="checkbox"/> \$2-\$5M <input type="checkbox"/> More than \$5M

(Copy this form and submit with your original proposal if more space is needed.)

(This form must be completed and submitted with the Proposal.)

SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION

Project Location: _____

Project Name: _____

Contractor's Official Name: _____

Contact Person: _____ Telephone: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Certification Statement:

I certify that I have read the Construction Safety and Phasing Plan (CSPP) included in the Contract Documents and if Awarded this Contract, I will abide by its requirements as written.

I certify that I have read the Safety Plan Compliance Document (SPCD) included in the Contract Documents and if Awarded this Contract, I will abide by its requirements as written;

I certify that I will provide the information required in the SPCD prior to the start of construction work, if Awarded this Contract, and that I will provide any additional information requested by the Owner.

Printed Name of Signer

Signature

Title

Date

CONTRACTOR'S QUALIFICATION STATEMENT

Please complete in full, typed or in ink. Attach additional pages or supporting documentation as necessary for all questions. Both this questionnaire and the Disclosure of Prior Non-Responsibility Determinations **MUST** be completed.

1. Company Name: _____

Contract # _____

Address of Principal Place of Business:

Street: _____

City, State, Zip: _____

Telephone: _____ Fax: _____

Name of Authorized Contact for this questionnaire: _____

Title: _____ Phone: _____

Email: _____ Fax: _____

2. Former or Other DBA or Trade Name(s), Other Identities, or EIN(s) used in the Past Five (5) Years (Include Business Entity Type, Name, EIN, State or County where filed and indicate active or inactive status. Attach additional pages as necessary):

3. Business Entity Type: _____

Date of Incorporation / Registration / Establishment: _____

If sole proprietorship, years in Business: _____

If general partnership, County formed in (if formed in NY): _____

State Business Entity was formed in, if other than NY: _____

If your business entity is other than a sole proprietorship or general partnership, is it registered to do business in NY? Yes No

Is your business entity a joint venture? Yes No

(If yes, separate Qualifications Statements must be submitted for each entity in the joint venture).

4. Company Resources

4.1 What services does your company provide?

4.2 How many full-time, permanent staff does your firm employ? _____

4.3 What is the average number of employees for the past five (5) years?

2015____ 2016____ 2017____ 2018____ 2019____

4.4 What services does the Company intend to self-perform on this Project?

4.5 What services does the Company intend to subcontract on this Project?

5. Identify each person who is, or has been within the past five (5) years, a Business Entity Official or Principal Owner of 5.0% or more of the entity's shares or one of the five largest shareholders or an officer, a director, partner or proprietor. Joint Ventures provide information for all firms involved.

Name: _____

Title: _____

Percentage Ownership: _____

Employment Status: Current Former

License(s) or Professional Registration(s) at time employed: _____

Name: _____

Title: _____

Percentage Ownership: _____

Employment Status: Current Former

License(s) or Professional Registration(s) at time employed: _____

Name: _____
Title: _____
Percentage Ownership: _____
Employment Status: Current Former
License(s) or Professional Registration(s) at time employed: _____

Name: _____
Title: _____
Percentage Ownership: _____
Employment Status: Current Former
License(s) or Professional Registration(s) at time employed: _____

Name: _____
Title: _____
Percentage Ownership: _____
Employment Status: Current Former
License(s) or Professional Registration(s) at time employed: _____

6. Name(s) and Relationships of Parent Company, Affiliates, Subsidiaries, Partners, include any other entities in which now, or in the past five years, the responding entity or any of the individuals listed in Question 5 either owned 5.0% or more of the shares of or was or is one of the five largest shareholders or an officer or a director, partner or proprietor.

Company _____
Address _____
City, State, Zip _____
Relationship _____

Company _____
Address _____
City, State, Zip _____
Relationship _____

Company _____
Address _____
City, State, Zip _____
Relationship _____

6.1 If a parent company or limited partnership exists, are there any guarantees? Please describe:

7. Financial Status

- 7.1 Provide a summary of your firm's annual revenues for the past five (5) years and a copy of the annual financial statement for the last year.

7.2 Dun & Bradstreet Number (or equivalent rating): _____

7.3 Banking References

Name of Bank _____
Address: _____
City, State, Zip: _____
Bank Officer: _____

Name of Bank: _____
Address: _____
City, State, Zip: _____
Bank Officer: _____

Name of Bank: _____
Address: _____
City, State, Zip: _____
Bank Officer: _____

7.3 Bonding Information:

Bonding Company: _____
Address: _____
City, State, Zip: _____
Agent Name and Phone Number: _____
Number of years with bonding company: _____
What is the Business Entity's bonding capacity?
Single Project: _____ Aggregate (all projects): _____

7.4 Federal Tax ID Number: _____

7.5 Has there been a change of ownership in the Company within the last three (3) years?

Yes _____ No _____

7.6 During the past seven (7) years, has the Company had any final judgments issued against it with respect to any claim? If yes, provide details:

7.7 During the past seven (7) years, has the Company ever filed for protection under the Federal bankruptcy laws? If yes, provide details.

7.8 Is the Business Entity a certified Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise (indicate certifying agency or entity):

8. Extent of Insurance Coverage

8.1 Describe the ability of the Company to comply with 29 CFR 1910 120 and OSHA.

8.2 List the Company's Experience Modification Rate (EMR) for the three (3) most recent years:

Year	Intrastate - NY	Interstate
2019	<hr/>	<hr/>
2018	<hr/>	<hr/>
2017	<hr/>	<hr/>

8.3 List the names, address and telephone numbers for verification of EMR's.

8.4 If the Company does not have an EMR, please explain.

8.5 How long has the Company been covered by its current provider of Worker Compensation Insurance?

8.6 Provide the following information from the Company's OSHA 200 logs. Attach the OSHA 200 logs for the company for the past five (5) years.

	2015	2016	2017	2018	2019
(a) Number of Lost Workday Cases	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
(b) Number of Restricted Workday Cases	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
(c) Number of Medical Treatment Cases (not first aid)	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
(d) Employee Hours Worked Each Year	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>
(e) Total Recordable Frequency Rate	<hr/>	<hr/>	<hr/>	<hr/>	<hr/>

8.7 List any fatalities your Company has had in the last three (3) years. Include location, cause and corrective action.

9. Geographic Operating Areas

10. Experience/Work History

10.1 List the ten most recent construction contracts the Business Entity has COMPLETED. If less than ten, include most recent completed subcontracts on projects up to that number. Include the following information on this list:

- Name of Client
- Client Contact Name and Phone Number
- Name of Project
- Award Date
- Completion Date
- Contract Amount
- Architect or Design Engineer
- Joint Venture name, if applicable
- Indicate if Prime or Subcontractor
- Description of Project – (Include specific details describing the scope and complexity for each project and how that experience is relevant to this project.)

10.2 List ALL current INCOMPLETE construction contracts held by the Business Entity. Include the following information on this list:

- Name of Client
- Client Contact Name and Phone Number
- Name of Project
- Award Date
- Scheduled Completion Date
- Architect or Design Engineer
- Joint Venture name, if applicable
- Indicate if Prime or Subcontractor
- Total Contract Amount
- Amount Subcontracted to Others
- Incompleted Amount
- Description of Project – (Describe the scope and complexity for each project and how that may impact your resources or ability to meet the proposed schedule on this Project.)

10.3 Within the past five (5) years, has the Business Entity, predecessor or affiliate:

a) ever had a contract terminated, suspended, cancelled or been declared in default or breach within the past five (5) years? Yes No If yes, provide details.

b) been a party in a lawsuit or other dispute resolution proceeding, including, without limitation, administrative proceedings or arbitration, within the past five (5) years?
Yes No If yes, provide details.

c) had any judgment or awards against it in the past five (5) years, including specific performance, restitution, or formal monitoring agreements?

Yes No If yes, provide details.

d) been suspended or debarred from any government contract process, been disqualified on any government procurement, or agreed to any voluntary exclusion from bidding or contracting with a government entity? Yes No If yes, provide details.

e) initiated a request to withdraw a bid submitted to a government entity or made any claim of error on a bid submitted to a government entity? Yes No If yes, provide details.

f) ever has a surety called upon to complete any contract whether government or private sector?

Yes No If yes, provide details.

g) had a revocation or suspension of any business or professional permit and/or license?

Yes No If yes, provide details.

h) had a denial, decertification, revocation or forfeiture of a Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise certification for other than a change of ownership?

Yes No If yes, provide details.

i) been the subject of a criminal investigation, whether open or closed, or an indictment for any business related conduct constituting a crime under federal, state or local law?

Yes No If yes, provide details.

j) been the subject of an indictment, grant of immunity, judgment or conviction (including entering into a plea bargain) for conduct constituting a crime?

Yes No If yes, provide details.

k) been the subject of any criminal investigation, felony indictment or conviction concerning the formation of, or any business association with, an allegedly false or fraudulent Minority Owned Business Enterprise, Women Owned Business Enterprise or Disadvantaged Business Enterprise?

Yes No If yes, provide details.

l) had a government entity find a willful prevailing wage or supplemental payment violation?

Yes No If yes, provide details.

m) entered into a consent order with the New York State Department of Environmental Conservation, or a federal, state or local government enforcement determination involving violation of federal, state or local environmental laws?

Yes No If yes, provide details.

n) other than disclosed elsewhere in this Qualifications Statement, been the subject of any citations, notices of violations, pending administrative hearings or proceedings or determinations of a violation of:

i) federal, state or local health laws, rules or regulations? Yes No

ii) federal, state or local environmental laws, rules or regulations? Yes No

iii) federal, state or local human rights laws? Yes No

-
- iv) federal, state or local security laws? Yes No
v) unemployment insurance or workers compensation coverage or claim requirements?
Yes No
vi) Employee Retirement Income Security Act (ERISA)? Yes No

If yes to any of the above, provide details.

- o) had any liquidated damages assessed over \$25,000? Yes No
If yes, provide details.

- n) had any liens, claims or judgments (not including UCC filings, over \$25,000 which remain undischarged or were unsatisfied for more than 90 days?
Yes No If yes, provide details.

- 10.4 Within the past five (5) years, has any individual previously identified above or any Individual having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation with governmental entities been subject to:

- a) a sanction imposed relative to any business or professional license?
Yes No If yes, provide details.

- b) a criminal investigation, whether open or closed, or an indictment for any business-related conduct constituting a crime under federal, state or local law?
Yes No If yes, provide details.

- c) any misdemeanor or felony charge, indictment or conviction for:
i) any business-related activity including but not limited to fraud, coercion, extortion, bribe or bribe-receiving, giving or accepting unlawful gratuities, immigration or tax fraud, racketeering, mail fraud, wire fraud, price fixing or collusive bidding?; or
ii) any crime, whether or not business-related, the underlying conduct of which related to truthfulness, including but not limited to the filing of false documents or false sworn statements, perjury or larceny?
Yes No If yes, provide details.

- d) a debarment from any government contracting process? Yes No
If yes, provide details.

11. Health and Safety Program

- 11.1 Does the Company have an official Health and Safety Department? Yes No
11.2 Provide a copy of the organization chart for the Company's health and safety department and resumes of key individuals.
11.3 Attach list of any State or Federal Health and Safety citation received in the past three (3) years.
11.4 Would you provide us with a copy of your Corporate Health and Safety Plan/Program if asked? Yes No

11.5 Are accident reports (OSHA 200) circulated to:

		Monthly	Qtrly	Annually
Employees?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Supervisors and/or foreman?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vice President/General Manager?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
President Owner of the Firm?	<input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11.6 Indicate the number of employees by labor category who have undergone OSHA 1910.20 health and safety measures and provide the types of programs and procedures the Company adheres to:

	Labor Category	Number of Employees
Health & Safety Training	_____	_____
Medical Monitoring	_____	_____

11.7 Does the Company conduct field safety inspections? Yes No

If yes, who conducts the inspection (include title)_____

If so, how often? ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ As Needed

11.8 During foreman performance reviews, does the Company use safety as a criterion for rating purposes? Yes No

11.9 Does the Company hold tailgate or tool box safety meetings? Yes No

If so, how often? ☐ Weekly ☐ Bi-Weekly ☐ Monthly ☐ As Needed

11.10 Does the Company have a pre-job employee and new hire safety orientation program?

Yes No

If yes, does it include instructions on the following:

	Yes	Hrs*	No
Company Safety Policy	_____	_____	_____
Company safety rules, procedures	_____	_____	_____
incorporating clients safety rules and	_____	_____	_____
regulations	_____	_____	_____
Safety meeting attendance	_____	_____	_____
Work hazard reporting	_____	_____	_____
Injury reporting	_____	_____	_____
Personal protective equipment	_____	_____	_____
1. Head protection	_____	_____	_____
2. Eye protection	_____	_____	_____
3. Hearing protection	_____	_____	_____
4. Respiratory protection	_____	_____	_____
Housekeeping	_____	_____	_____
Fire protection	_____	_____	_____
Driving safety	_____	_____	_____
Toxic substances	_____	_____	_____
First aid	_____	_____	_____
Electrical safety	_____	_____	_____

Rigging safety	_____	_____	_____
Safety belts and lifeline	_____	_____	_____
Scaffolding	_____	_____	_____
Perimeter guarding	_____	_____	_____
Trenching and excavation	_____	_____	_____
Signs, barricades, flagging	_____	_____	_____
Other (specify)	_____	_____	_____

*If yes is marked, provide hours to each employee at each job site.

11.11 Does the Company hold specialized safety/training meetings for

New Hires?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Supervisors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Foreman?	<input type="checkbox"/> Yes	<input type="checkbox"/> No
Subcontractors?	<input type="checkbox"/> Yes	<input type="checkbox"/> No

If yes to any of the above, do the meetings include the following instructions:

	Yes	Hrs*	No
Safe work practices	_____	_____	_____
Safety supervisors and enforcement	_____	_____	_____
Tailgate safety meetings	_____	_____	_____
Emergency procedures	_____	_____	_____
Incident reporting	_____	_____	_____
First aid procedures	_____	_____	_____
Accident investigation	_____	_____	_____
New employee orientation	_____	_____	_____
Fire protection and prevention	_____	_____	_____

*If marked yes, provide hours of instructions provided to each new foreman.

11.12 How are accident records and accident summaries kept? How often are they reported?

	Yes	No	Monthly	Annually
Accidents totaled for the entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accidents related to the Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Accidents totaled by Project	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11.13 How are the costs of individual accidents kept? How often are they reported?

	Yes	No	Monthly	Annually
Costs totaled for entire company	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Costs totaled for projects	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

11.14 List any OSHA citations and resolutions during the past three (3) years.

11.15 List any OSHA citations and resolutions during the past three (3) years for any of the Company's proposed major subcontractors.

11.16 Does the Company have a drug/alcohol program? Yes No

11.17 Does the Company have a safety recognition program? Yes No

12. Quality Assurance/Quality Control Program

12.1 Does the Company have an official Quality Assurance/Quality Control (QA/QC) Department?

12.2 Who is the Department Head and to whom does this person report?

12.3 Does the Company have a formal Quality Assurance/Quality Control (QA/QC) Manual or Procedure? Yes No

12.4 Would the Company provide us with a copy of its Corporate Quality Assurance/Quality Control Manual if asked? Yes No

12.5 What type of QA/QC training does your Company provide for its employees?

12.6 Indicate compliance with industry codes and standards and attach a copy of code authorization sheet (ASME, IEEE, AJSC, ANSI, etc.)

13. Additional Information

Attach any additional information which would assist the Owner and its agents to evaluate the Company's qualifications, history, financial standing, safety record, and insurability as it relates to a project of similar scope, complexity, and size to this Project.

14. Indicate whether any information provided herein is believed to be exempt from disclosure under the Freedom of Information Law (FOIL). Note: A determination of whether such information is exempt from FOIL will be made at the time of any request for disclosure under FOIL.

Yes No Indicate question number(s) and basis for FOIL exemption, attaching additional pages as necessary.

15. Certification and Signature of Authorized Representative:

The undersigned: (1) recognizes that this questionnaire is submitted for the express purpose of assisting the County of Orange in making responsibility determinations regarding an award of a
Proposal - 37

contract or approval of a subcontract; (2) recognizes that the County of Orange will rely on information disclosed herein in making responsibility determinations in approving a contract or subcontract; (3) acknowledges that the Count of Orange may, in its discretion, by means which it may choose, verify the truth and accuracy of all statements made herein; and (4) acknowledges that intentional submission of false or misleading information may constitute a misdemeanor or felony under New York State Penal Law, may be punishable by a fine and/or imprisonment under Federal Law, and may result in a finding of non-responsibility, contract suspension or contract termination.

The undersigned certifies that he or she:

- is knowledgeable about the submitting Business Entity's business and operations;
- has read and understands all of the questions contained herein;
- has not altered the content of this questionnaire in any manner;
- has reviewed and/or supplied full and complete responses to each question;
- to the best of his or her knowledge, information and belief, confirms that the Business Entity's responses are true accurate and complete, including all attachments, if applicable;
- understands that the County of Orange will rely on the information disclosed herein when entering into a contract with the Business Entity; and
- is under obligation to update the information provided herein to include any material changes to the responses at the time of the bid submission through the contract award notification, and may be required to update the information at the request of the County prior to the award and/or approval of a contract, or during the term of the contract.

Name of Business Entity: _____

Signature: _____

Name: _____

Title: _____

Notary Public

Sworn to before me this ____ day of _____, 20__

DISCLOSURE OF PRIOR NON-RESPONSIBILITY DETERMINATIONS

See instructions on next page before completing this form.

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

Address: _____

Name and Title of Person Submitting this Form: _____

1. Has any Governmental Entity made a finding of non-responsibility regarding the individual or entity seeking to enter into the Procurement Contract in the previous four years? (Please circle): No Yes

If yes, please answer the next questions:

2. Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j (Please circle): No Yes

3. Was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a Governmental Entity? (Please circle): No Yes

4. If you answered yes to any of the above questions, please provide details regarding the finding of non-responsibility below and attach additional pages as necessary.

Governmental Entity: _____

Date of Finding of Non-responsibility: _____

Basis of Finding of Non-responsibility: _____

5. Has any Governmental Entity or other governmental agency terminated or withheld a Procurement Contract with the above names individual or entity due to the intentional provision of false or incomplete information? (Please circle): No Yes

6. If yes, please provide details below and attach additional pages as necessary.

Governmental Entity: _____

Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: _____

Offeror certifies that all information provided to the Governmental Entity with respect to State Finance Law §139-k is complete, true and accurate.

By: _____ Date: _____
Signature

Instructions for Completing the Offeror Disclosure of Prior Non-Responsibility Determinations

Background:

New York State Finance Law §139-k(2) obligates a Governmental Entity to obtain specific information regarding prior non-responsibility determinations with respect to State Finance Law §139-j. This information must be collected in addition to the information that is separately obtained pursuant to State Finance Law §163(9). In accordance with State Finance Law §139-k, an Offeror must be asked to disclose whether there has been a finding of non-responsibility made within the previous four (4) years by any Governmental Entity due to: (a) a violation of State Finance Law §139-j or (b) the intentional provisions of false or incomplete information to a Governmental Entity. The terms “Offeror” and “Governmental Entity” are defined in State Finance Law §139-k(1). State Finance Law §139-j sets forth detailed requirements about the restrictions on Contacts during the procurement process. A violation of State Finance Law §139-j includes, but is not limited to, an impermissible Contact during the restricted period (for example, contacting a person or entity other than the designated contact person, when such contact does not fall within one of the exemptions).

As part of its responsibility determination, State Finance Law §139-k(3) mandates consideration of whether an Offeror fails to timely disclose accurate or complete information regarding the above non-responsibility determination. In accordance with law, no Procurement Contract shall be awarded to any Offeror that fails to timely disclose accurate or complete information under this section, unless a finding is made that the award of the Procurement Contract to the Offeror is necessary to protect public property or public health safety, and that the Offeror is the only source capable of supplying the required Article of Procurement within the necessary timeframe. See State Finance Law §§139-j(10)(b) and 139-k(3).

Instructions:

The County of Orange includes this disclosure request regarding prior non-responsibility determinations in accordance with State Finance Law §139-k in its solicitation of proposals or bid documents or specifications or contract documents, as applicable, for procurement contracts. The attached form is to be completed and submitted by the individual or entity seeking to enter into a Procurement Contract, Supplemental or Change Order. This document must accompany each Bid Form, Letter of Interest, or Proposal submitted by all Offerors.

**DISCLOSURE OF CONTRACTOR-SUBCONTRACTOR AND
SUBSTANTIALLY OWNED-AFFILIATED ENTITY RELATIONSHIPS**

Effective March 18, 2018, New York State General Municipal Law §103(1-c) and New York State Labor Law §220-b declares contractors, subcontractors and any "substantially owned-affiliated entities" who have been debarred for violations under the federal Davis Bacon Act, pursuant to 40 U.S.C. 3144; the Copeland Act, pursuant to 18 U.S.C. 874 and 40 U.S.C. 3145; or the Contract Work Hours and Safety Standards Act, pursuant to 40 U.S.C. 332; ineligible to bid on or be awarded low bid contracts.

New York State Labor Law §220(5)(g) defines a Substantially Owned-Affiliated Entities to mean:

“...the parent company of the contractor or subcontractor, any subsidiary of the contractor or subcontractor, or any entity in which the parent of the contractor or subcontractor owns more than fifty percent of the voting stock, or an entity in which one or more of the top five shareholders of the contractor or subcontractor individually or collectively also owns a controlling share of the voting stock, or an entity which exhibits any other indicia of control over the contractor or subcontractor or over which the contractor or subcontractor exhibits control, regardless of whether or not the controlling party or parties have any identifiable or documented ownership interest. Such indicia shall include, power or responsibility over employment decisions, access to and/or use of the relevant entity's assets or equipment, power or responsibility over contracts of the entity, responsibility for maintenance or submission of certified payroll records, and influence over the business decisions of the relevant entity.”

For a bid to be considered, and to enable the County to perform the required due diligence on potential bidders to determine if they are eligible and therefore responsive, all bidders must disclose all Contractor-Subcontractor relationships that would be involved in the performance of any contract awarded under this RFB, as well as any Substantially Owned-Affiliated Entities of the bidder (i.e. Contractor) and all subcontractor(s), if any.

Please list the legal name of the Bidder/Contractor, any Subcontractor(s), and any Substantially Owned-Affiliated Entities, in addition, please also include any “doing business as” name for each of the foregoing, and describe the nature of the relationship (e.g. bidder/contractor, subcontractor, owns 60% of voting stock of contractor, shareholder of subcontractor, partner of contractor, etc.). Attach additional sheets, if necessary.

Entity Name:

Nature of Relationship:_____

Entity Name:

Nature of Relationship:_____

Entity Name:

Nature of Relationship:_____

END OF PROPOSAL

CONTRACT FORM

THIS AGREEMENT is dated as of the ____ day of _____ in the year 2021 by and between The County of Orange, New York, a Municipal Corporation, having an address at 255 Main Street, Goshen, New York 10924 (hereinafter called Owner) and _____ having an address at _____ (hereinafter called Contractor).

Owner and Contractor, in consideration of the mutual covenants hereinafter set forth, agree as follows:

ARTICLE 1 - WORK

Contractor shall perform, construct and complete all Work as specified and indicated in the Snow Removal Equipment Storage Building Construction Contract.

ARTICLE 2 - CONTRACT TIMES

- 2.1 **Contract Time.** The Work shall be substantially complete within the Contract Time as stated in General Provisions Section 80-08 "Failure to Complete on Time", and accepted in accordance with General Provisions Section 50-15 "Final Acceptance". In addition, intermediate stages or sequences of the Work shall be substantially completed and accepted as in accordance with General Provisions Section 80-08.
- 2.2 **Damages for Delay in Completion.** If the Work is uncompleted after the Contract Time, including all extensions and adjustments in accordance with General Provisions Section 80-07 "Determination and Extension of Contract Time", the sum stipulated in General Provisions Section 80-08 "Failure to Complete on Time" will be deducted from any money due or to become due the Contractor or their surety. Such deducted sums shall not be deducted as a penalty but shall be considered as liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the Contract Time provided in this Contract.

ARTICLE 3 - CONTRACT PRICE

- 3.1 The Owner will pay Contractor for completion of the Work in accordance with the Contract for the Total _____ in the amount of \$_____, hereby identified as the Contract Price, as shown in the Contractor's Proposal, with discrepancies corrected in accordance with General Provisions Section 30-01 "Consideration of Proposals" if applicable.
- 3.2 When unit bid price items are included in the Contract Price, the quantities of various units contained in the Proposal are estimated and payment to the Contractor will be made only for the actual quantities of units that are incorporated in the Work or materials furnished in accordance with the plans and specifications, as determined by the Engineer in accordance with General Provisions Section 90, "Measurement and Payment".

ARTICLE 4 - PAYMENT PROCEDURES

- 4.1 **Partial Payments.** Partial payments will be made at least once per month based on the Engineer's estimate in accordance with General Provisions Section 90, "Measurement and Payment". Progress payments will be made in accordance with General Provision Section 90-06, "Partial Payments".

4.2 **Retainage.** From the total of the amount determined to be payable on a partial payment, the amount specified in General Provisions Section 90-06, "Partial Payments", will be deducted and retained by the Owner until the final payment is made.

4.3 **Final Payment:** Final payment will be made in accordance with General Provisions Section 90-09, "Acceptance and Final Payment".

ARTICLE 5 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

5.1 Contractor has examined and carefully studied the Contract including Addenda.

5.2 Contractor has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.

5.3 Contractor is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.

5.4 Contractor has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Contract. Contractor acknowledges that such reports and drawings are not part of the Contract and may not be complete for Contractor's purposes. Contractor acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract with respect to Underground Facilities at or contiguous to the site. Contractor does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract.

5.5 Contractor is aware of the general nature of work to be performed by Owner and others at the site that relates to the Work as indicated in the Contract.

5.6 Contractor has correlated the information known to Contractor, information and observations obtained from visits to the site, reports and drawings identified in the Contract and all additional examinations, investigations, explorations, tests, studies and data with the Contract.

5.7 Contractor has given Design Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Contractor has discovered in the Contract and the written resolution thereof by the Design Engineer is acceptable to Contractor, and the Contract is generally sufficient to indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

5.8 If this Project utilizes multiple prime contracts, the Contractor has examined the Contract for all prime contracts and has acquired sufficient knowledge of the required work of the other prime contractors to the extent that Contractor clearly understands his own obligations and responsibilities relative to the other prime contracts.

ARTICLE 6 - CONTRACT

The Contract which comprises the entire Agreement between Owner and Contractor concerning the Work consists of the following:

- 6.1 The Proposal with discrepancies corrected.
- 6.2 This Contract Form.
- 6.3 The Contractor's Performance Bond and Payment Bond.
- 6.4 The Contractor's Certificates of Insurance.
- 6.5 The Notice of Award and Notice to Proceed.
- 6.6 Addenda listed below:

<u>Addendum No.</u>	<u>Date</u>
_____	_____
_____	_____
_____	_____

- 6.7 All components of Owner's RFB # OC002-21 for Snow Removal Equipment Storage Building Project, including but not limited to, the General Provisions, Technical Specifications, and Contract Drawings.
- 6.9 There are no documents other than those listed above in this Article 6. The Contract may only be modified by Supplement Agreement.

ARTICLE 7 - MISCELLANEOUS

- 7.1 Terms used in this Agreement shall have the meanings in the General Provision Section 10, "Definition of Terms".
- 7.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the written consent of the party sought to be bound; and specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written consent to an assignment no assignment will release or discharge the assignor from any duty or responsibility under the Contract.
- 7.3 Owner and Contractor each binds itself, its partners, successors, assigns and legal representatives to the other party of this Contract, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract.
- 7.4 Any provision or part of the Contract held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon Owner or Contractor, who agree that the Contract shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.

IN WITNESS WHEREOF, Owner and Contractor have signed five (5) copies of this Agreement. This Agreement will be effective on the day and year first above written.

OWNER

(SEAL)

CONTRACTOR:

(Company Name)

(SEAL)

(Signature)

(Printed Name)

(Printed Title)

(ACKNOWLEDGMENT OF OFFICER OF OWNER)

STATE OF NEW YORK

COUNTY OF ORANGE

} SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared , _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF A CORPORATION)

STATE OF _____

COUNTY OF _____

} SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____
to me known, who, being by me duly sworn, did depose and say that he/she/they reside(s) at ____
_____,
that he/she/they is(are) the _____ of _____,
the corporation described in and which executed the above instrument; and that he/she/they know(s) the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation, and that he/she/they signed his/her/their name(s) thereto by like authority.

Notary Public

(ACKNOWLEDGMENT OF CONTRACTOR, IF OTHER THAN A CORPORATION)

STATE OF _____ }
COUNTY OF _____ } SS:

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is(are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

END OF CONTRACT FORM

Part 1 – General Contract Provisions

Section 10 Definition of Terms

When the following terms are used in the Contract Documents, regardless of whether or not the terms are capitalized if the context implies, the intent and meaning shall be defined as follows:

Paragraph Number	Term	Definition
10-01	AASHTO	The American Association of State Highway and Transportation Officials.
10-02	Access Road	The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public roadway.
10-03	Advertisement	A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.
10-04	Airport	Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft; an appurtenant area used or intended to be used for airport buildings or other airport facilities or rights of way; airport buildings and facilities located in any of these areas, and a heliport.
10-05	Airport Improvement Program (AIP)	A grant-in-aid program, administered by the Federal Aviation Administration (FAA).
10-06	Air Operations Area (AOA)	The term air operations area (AOA) shall mean any area of the airport used or intended to be used for the landing, takeoff, or surface maneuvering of aircraft. An air operation area shall include such paved or unpaved areas that are used or intended to be used for the unobstructed movement of aircraft in addition to its associated runway, taxiway, or apron.
10-07	Apron	Area where aircraft are parked, unloaded or loaded, fueled and/or serviced.
10-08	ASTM International (ASTM)	Formerly known as the American Society for Testing and Materials (ASTM).
10-09	Award	The Owner's notice to the successful bidder of the acceptance of the submitted bid.
10-10	Bidder	Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

Paragraph Number	Term	Definition
10-11	Building Area	An area on the airport to be used, considered, or intended to be used for airport buildings or other airport facilities or rights-of-way together with all airport buildings and facilities located thereon.
10-12	Calendar Day	Every day shown on the calendar.
10-13	Certificate of Analysis (COA)	The COA is the manufacturer's Certificate of Compliance (COC) including all applicable test results required by the specifications.
10-14	Certificate of Compliance (COC)	The manufacturer's certification stating that materials or assemblies furnished fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer's authorized representative.
10-15	Change Order	A written order to the Contractor covering changes in the plans, specifications, or proposal quantities and establishing the basis of payment and contract time adjustment, if any, for work within the scope of the contract and necessary to complete the project.
10-16	Contract	<p>A written agreement between the Owner and the Contractor that establishes the obligations of the parties including but not limited to performance of work, furnishing of labor, equipment and materials and the basis of payment.</p> <p>The awarded contract includes but may not be limited to: Advertisement, Contract form, Proposal, Performance bond, payment bond, General provisions, certifications and representations, Technical Specifications, Plans, Supplemental Provisions, standards incorporated by reference and issued addenda.</p>
10-17	Contract Item (Pay Item)	A specific unit of work for which a price is provided in the contract.
10-18	Contract Time	The number of calendar days or working days, stated in the proposal, allowed for completion of the contract, including authorized time extensions. If a calendar date of completion is stated in the proposal, in lieu of a number of calendar or working days, the contract shall be completed by that date.
10-19	Contractor	Each individual, partnership, firm, or corporation liable for the acceptable performance of the work contracted and for the payment of all legal debts pertaining to the work who acts directly or through its subcontractors or their respective officers, members, partners, employees, or agents to complete the contract work. This project has four contracts to be awarded to the lowest responsive and responsible bidder (however, the same firm may hold more than one contract if low bid on more than one) with each individually referred to as a "Contractor" or the "General

Paragraph Number	Term	Definition
		Contractor”, “Mechanical Contractor”, “Electrical Contractor” and “Plumbing Contractor” or, collectively “Contractors”.
10-20	Contractors Quality Control (QC) Facilities	The Contractor’s QC facilities in accordance with the Contractor Quality Control Program (CQCP).
10-21	Contractor Quality Control Program (CQCP)	Details the methods and procedures that will be taken to assure that all materials and completed construction required by the contract conform to contract plans, technical specifications and other requirements, whether manufactured by the Contractor, or procured from subcontractors or vendors.
10-22	Control Strip	A demonstration by the Contractor that the materials, equipment, and construction processes results in a product meeting the requirements of the specification.
10-23	Construction Safety and Phasing Plan (CSPP)	The overall plan for safety and phasing of a construction project developed by the airport operator, or developed by the airport operator’s consultant and approved by the airport operator. It is included in the invitation for bids and becomes part of the project specifications.
10-24	Drainage System	The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.
10-25	Engineer	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for engineering, of the contract work and acting directly or through an authorized representative.
10-26	Equipment	All machinery, together with the necessary supplies for upkeep and maintenance; and all tools and apparatus necessary for the proper construction and acceptable completion of the work.
10-27	Extra Work	An item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Owner’s Engineer or Resident Project Representative (RPR) to be necessary to complete the work within the intended scope of the contract as previously modified.
10-28	FAA	The Federal Aviation Administration. When used to designate a person, FAA shall mean the Administrator or their duly authorized representative.
10-29	Federal Specifications	The federal specifications and standards, commercial item descriptions, and supplements, amendments, and indices prepared and issued by the General Services Administration.

Paragraph Number	Term	Definition
10-30	Force Account	<p>a. Contract Force Account - A method of payment that addresses extra work performed by the Contractor on a time and material basis.</p> <p>b. Owner Force Account - Work performed for the project by the Owner's employees.</p>
10-31	Intention of Terms	<p>Whenever, in these specifications or on the plans, the words “directed,” “required,” “permitted,” “ordered,” “designated,” “prescribed,” or words of like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer and/or Resident Project Representative (RPR) is intended; and similarly, the words “approved,” “acceptable,” “satisfactory,” or words of like import, shall mean approved by, or acceptable to, or satisfactory to the Engineer and/or RPR, subject in each case to the final determination of the Owner.</p> <p>Any reference to a specific requirement of a numbered paragraph of the contract specifications or a cited standard shall be interpreted to include all general requirements of the entire section, specification item, or cited standard that may be pertinent to such specific reference.</p>
10-32	Lighting	A system of fixtures providing or controlling the light sources used on or near the airport or within the airport buildings. The field lighting includes all luminous signals, markers, floodlights, and illuminating devices used on or near the airport or to aid in the operation of aircraft landing at, taking off from, or taxiing on the airport surface.
10-33	Major and Minor Contract Items	A major contract item shall be any item that is listed in the proposal, the total cost of which is equal to or greater than 20% of the total amount of the award contract. All other items shall be considered minor contract items.
10-34	Materials	Any substance specified for use in the construction of the contract work.
10-35	Modification of Standards (MOS)	Any deviation from standard specifications applicable to material and construction methods in accordance with FAA Order 5300.1.
10-36	Notice to Proceed (NTP)	A written notice to the Contractor to begin the actual contract work on a previously agreed to date. If applicable, the Notice to Proceed shall state the date on which the contract time begins.
10-37	Owner	The term “Owner” shall mean the party of the first part or the contracting agency signatory to the contract. Where the term “Owner” is capitalized in this document, it shall mean airport Sponsor only. The Owner for this project is The County of Orange, New York.

Paragraph Number	Term	Definition
10-38	Passenger Facility Charge (PFC)	Per 14 Code of Federal Regulations (CFR) Part 158 and 49 United States Code (USC) § 40117, a PFC is a charge imposed by a public agency on passengers enplaned at a commercial service airport it controls.
10-39	Pavement Structure	The combined surface course, base course(s), and subbase course(s), if any, considered as a single unit.
10-40	Payment bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will pay in full all bills and accounts for materials and labor used in the construction of the work.
10-41	Performance bond	The approved form of security furnished by the Contractor and their own surety as a guaranty that the Contractor will complete the work in accordance with the terms of the contract.
10-42	Plans	The official drawings or exact reproductions which show the location, character, dimensions and details of the airport and the work to be done and which are to be considered as a part of the contract, supplementary to the specifications. Plans may also be referred to as 'contract drawings.'
10-43	Project	The agreed scope of work for accomplishing specific airport development with respect to a particular airport.
10-44	Proposal	The written offer of the bidder (when submitted on the approved proposal form) to perform the contemplated work and furnish the necessary materials in accordance with the provisions of the plans and specifications.
10-45	Proposal guaranty	The security furnished with a proposal to guarantee that the bidder will enter into a contract if their own proposal is accepted by the Owner.
10-46	Quality Assurance (QA)	Owner's responsibility to assure that construction work completed complies with specifications for payment.
10-47	Quality Control (QC)	Contractor's responsibility to control material(s) and construction processes to complete construction in accordance with project specifications.
10-48	Quality Assurance (QA) Inspector	An authorized representative of the Engineer and/or Resident Project Representative (RPR) assigned to make all necessary inspections, observations, tests, and/or observation of tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

Paragraph Number	Term	Definition
10-49	Quality Assurance (QA) Laboratory	The official quality assurance testing laboratories of the Owner or such other laboratories as may be designated by the Engineer or RPR. May also be referred to as Engineer's, Owner's, or QA Laboratory.
10-50	Resident Project Representative (RPR)	The individual, partnership, firm, or corporation duly authorized by the Owner to be responsible for all necessary inspections, observations, tests, and/or observations of tests of the contract work performed or being performed, or of the materials furnished or being furnished by the Contractor, and acting directly or through an authorized representative.
10-51	Runway	The area on the airport prepared for the landing and takeoff of aircraft.
10-52	Runway Safety Area (RSA)	A defined surface surrounding the runway prepared or suitable for reducing the risk of damage to aircraft. See the construction safety and phasing plan (CSPP) for limits of the RSA.
10-53	Safety Plan Compliance Document (SPCD)	Details how the Contractor will comply with the CSPP.
10-54	Specifications	A part of the contract containing the written directions and requirements for completing the contract work. Standards for specifying materials or testing which are cited in the contract specifications by reference shall have the same force and effect as if included in the contract physically.
10-55	Sponsor	A Sponsor is defined in 49 USC § 47102(24) as a public agency that submits to the FAA for an AIP grant; or a private Owner of a public-use airport that submits to the FAA an application for an AIP grant for the airport. The Sponsor is the County of Orange, New York.
10-56	Structures	Airport facilities such as bridges; culverts; catch basins, inlets, retaining walls, cribbing; storm and sanitary sewer lines; water lines; underdrains; electrical ducts, manholes, handholes, lighting fixtures and bases; transformers; navigational aids; buildings; vaults; and, other manmade features of the airport that may be encountered in the work and not otherwise classified herein.
10-57	Subgrade	The soil that forms the pavement foundation.
10-58	Superintendent	The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the RPR, and who shall supervise and direct the construction.
10-59	Supplemental Agreement	A written agreement between the Contractor and the Owner that establishes the basis of payment and contract time adjustment, if any, for the work affected by the supplemental agreement. A

Paragraph Number	Term	Definition
		supplemental agreement is required if: (1) in scope work would increase or decrease the total amount of the awarded contract by more than 25%; (2) in scope work would increase or decrease the total of any major contract item by more than 25%; (3) work that is not within the scope of the originally awarded contract; or (4) adding or deleting of a major contract item.
10-60	Surety	The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds that are furnished to the Owner by the Contractor.
10-61	Taxilane	A taxiway designed for low speed movement of aircraft between aircraft parking areas and terminal areas.
10-62	Taxiway	The portion of the air operations area of an airport that has been designated by competent airport authority for movement of aircraft to and from the airport's runways, aircraft parking areas, and terminal areas.
10-63	Taxiway/Taxilane Safety Area (TSA)	A defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an aircraft. See the construction safety and phasing plan (CSPP) for limits of the TSA.
10-64	Work	The furnishing of all labor, materials, tools, equipment, and incidentals necessary or convenient to the Contractor's performance of all duties and obligations imposed by the contract, plans, and specifications.
10-65	Working day	A working day shall be any day other than a legal holiday, or Sunday on which the normal working forces of the Contractor may proceed with regular work for at least six (6) hours toward completion of the contract. When work is suspended for causes beyond the Contractor's control, it will not be counted as a working day. Sundays and holidays on which the Contractor's forces engage in regular work will be considered as working days.
10-66	Owner Defined terms	The following terms are included in this contract:
	Contract Drawings	Plans.
	Subcontractor	The subcontractor refers any individual, firm, or corporation to whom the contractor, with approval of the Owner, sublets any part of work.
	Time and Materials Work	An item or items of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, but which is found by the Engineer to be necessary to complete the work within the intended scope of the contract as previously modified and an agreed price cannot be agreed upon.

Paragraph Number	Term	Definition
		The Contractor shall perform this work and the Owner agrees to pay the Contractor based upon the work performed by the Contractor's employees and subcontractors, and for materials and equipment used in the construction (along with the Contractor's allowed overhead and profit).
	Unit Bid Price	Price specified on the bid for per unit for each item.

END OF SECTION 10

Section 20 Proposal Requirements and Conditions

20-01 Advertisement (Notice to Bidders) and Restricted Communications. For the Notice to Bidders see the Advertisement located in the front of these Contract Documents.

Be advised that pursuant to State Finance Law §139-j and §139-k, this solicitation includes and imposes certain restrictions on communications between the Owner and a bidder during the procurement process. A bidder is restricted from contacting other than designated staff from the earliest notice of intent to solicit offers through final award and approval of the Procurement Contract by the County Executive (“restricted period”) unless it is a contact that is included among certain statutory exceptions set forth in State Finance Law §139-j(3)(a). Owner employees are required to obtain certain information when contacted during the restricted period. The designated staff contact is the Commissioner of General Services or his representative, telephone (845) 291-2792, fax (845) 378-2378. Bidders responding to this Advertisement must familiarize themselves with these State Finance Law requirements and will be expected to affirm that they understand and agree to comply on the Bid Form.

20-02 Qualification of bidders. Each bidder shall submit evidence of competency and evidence of financial responsibility to perform the work to the Owner at the time of bid opening.

Evidence of competency, unless otherwise specified, shall consist of statements covering the bidder’s past experience on similar work, and a list of equipment and a list of key personnel that would be available for the work.

Each bidder shall furnish the Owner satisfactory evidence of their financial responsibility. Evidence of financial responsibility, unless otherwise specified, shall consist of a confidential statement or report of the bidder’s financial resources and liabilities as of the last calendar year or the bidder’s last fiscal year. Such statements or reports shall be certified by a public accountant. At the time of submitting such financial statements or reports, the bidder shall further certify whether their financial responsibility is approximately the same as stated or reported by the public accountant. If the bidder’s financial responsibility has changed, the bidder shall qualify the public accountant’s statement or report to reflect the bidder’s true financial condition at the time such qualified statement or report is submitted to the Owner.

In addition, each bidder shall furnish the Owner with the following:

- a. A completed Contractor’s Qualification Statement
- b. A list of the categories of work to be performed by the bidder’s work force and a list of work to be subcontracted out (See Section 80-01).
- c. A list of construction projects completed in the past five years. The list shall include the project name, completion date, total contract value, value of bidder’s portion of the work, engineer and owner contact information (names and phone numbers).
- d. A list of construction projects in progress and under contract including the project name, percent complete, estimated completion date, total contract value, value of bidder’s portion of the work, engineer and owner contact information (names and phone numbers).
- e. A Schedule of Values showing the following information:
 1. For each lump sum bid item: Provide a breakdown of values for major products, assemblies or operations, indicating separate amounts for (a) purchased materials,

(b) labor, and (c) construction equipment, which total to the lump sum price bid for each item.

2. For each unit price bid item: Provide a breakdown of values for the unit price allocated to (a) purchased materials, (b) labor, and (c) construction equipment which total to the unit price bid for each item.

The Schedule of Values will be reviewed by the Engineer. Any additional detail or justification for cost distribution shall be provided by the apparent low bidder upon request. The Schedule of Values shall serve as a basis for computing progress payments during construction for installed portions of lump sum items, and to assist the Engineer in determining if change order costs are reasonable.

20-03 Contents of proposal forms. The Owner's proposal forms state the location and description of the proposed construction; the place, date, and time of opening of the proposals; and the estimated quantities of the various items of work to be performed and materials to be furnished for which unit bid prices are asked. The proposal form states the time in which the work must be completed, and the amount of the proposal guaranty that must accompany the proposal. The Owner will accept only those Proposals properly executed on physical forms or electronic forms provided by the Owner. Bidder actions that may cause the Owner to deem a proposal irregular are given in paragraph 20-09 *Irregular proposals*.

Mobilization, if included in this proposal, is specified in Item C-105.

A pre-bid conference will be held for this project. The location, date and time are stated in the Advertisement.

20-04 Not Used.

20-05 Interpretation of estimated proposal quantities. An estimate of quantities of work to be done and materials to be furnished under these specifications is given in the proposal. It is the result of careful calculations and is believed to be correct. It is given only as a basis for comparison of proposals and the award of the contract. The Owner does not expressly, or by implication, agree that the actual quantities involved will correspond exactly therewith; nor shall the bidder plead misunderstanding or deception because of such estimates of quantities, or of the character, location, or other conditions pertaining to the work. Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the plans and specifications. It is understood that the quantities may be increased or decreased as provided in the Section 40, paragraph 40-02, Alteration of Work and Quantities, without in any way invalidating the unit bid prices.

20-06 Examination of plans, specifications, and site. The bidder is expected to carefully examine the site of the proposed work, the proposal, plans, specifications, and contract forms. Bidders shall satisfy themselves to the character, quality, and quantities of work to be performed, materials to be furnished, and to the requirements of the proposed contract. The submission of a proposal shall be prima facie evidence that the bidder has made such examination and is satisfied to the conditions to be encountered in performing the work and the requirements of the proposed contract, plans, and specifications.

Boring logs and other records of subsurface investigations and tests are available for inspection of bidders. It is understood and agreed that such subsurface information, whether included in the plans, specifications, or otherwise made available to the bidder, was obtained and is intended for the Owner's design and estimating purposes only. Such information has been made available for the convenience of all bidders. It is further understood and agreed that each bidder is solely responsible for all assumptions, deductions, or

conclusions which the bidder may make or obtain from their own examination of the boring logs and other records of subsurface investigations and tests that are furnished by the Owner.

20-07 Preparation of proposal. The bidder shall submit their proposal on the forms furnished by the Owner. All blank spaces in the proposal forms, unless explicitly stated otherwise, must be correctly filled in where indicated for each and every item for which a quantity is given. The bidder shall state the price (written in ink or typed) both in words and numerals which they propose for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

Prices should be written in whole dollars and cents. The extended total amount of each item should not be rounded.

The bidder shall correctly sign the proposal in ink. If the proposal is made by an individual, their name and post office address must be shown. If made by a partnership, the name and post office address of each member of the partnership must be shown. If made by a corporation, the person signing the proposal shall give the name of the state where the corporation was chartered and the name, titles, and business address of the president, secretary, and the treasurer. Anyone signing a proposal as an agent shall file evidence of their authority to do so and that the signature is binding upon the firm or corporation.

20-08 Responsive and responsible bidder. A responsive bid conforms to all significant terms and conditions contained in the Owner's invitation for bid. It is the Owner's responsibility to decide if the exceptions taken by a bidder to the solicitation are material or not and the extent of deviation it is willing to accept.

A responsible bidder has the ability to perform successfully under the terms and conditions of a proposed procurement, as defined in 2 CFR § 200.318(h). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Non-responsive proposals. Proposals shall be considered non-responsive for the following reasons:

- a. If the proposal is on a form other than that furnished by the Owner, or if the Owner's form is altered, or if any part of the proposal form is detached.
- b. If there are unauthorized additions, conditional or alternate pay items, or irregularities of any kind that make the proposal incomplete, indefinite, or otherwise ambiguous.
- c. If the proposal does not contain a unit price for each pay item listed in the proposal, except in the case of authorized alternate pay items, for which the bidder is not required to furnish a unit price.
- d. If the proposal contains unit prices that are obviously unbalanced.
- e. If the proposal is not accompanied by the proposal guaranty specified by the Owner.
- f. If the applicable forms or any other required element of the proposal is incomplete.

The Owner reserves the right to reject any irregular proposal and the right to waive technicalities if such waiver is in the best interest of the Owner and conforms to local laws and ordinances pertaining to the letting of construction contracts.

20-10 Proposal guaranty. Each separate proposal shall be accompanied by a bid bond, certified check, or other specified acceptable collateral, in the amount specified in the Proposal form. Such bond, check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Five (5) sets of Bids (one set with original signatures) must be submitted upon the proposal form(s) furnished in the RFB, as may be modified by addenda. A bid deposit in the

amount of 5% of the bid (including base bid, allowance and add on items) as a bid bond or certified check payable to the COUNTY OF ORANGE. Failure to submit a bid deposit with the Proposal or use the Proposal forms will result in automatic disqualification of bid.

Packages containing bids must be sealed and clearly marked on the outside packaging RFB-OC002-21, SNOW REMOVAL EQUIPMENT STORAGE BUILDING PROJECT addressed to James Burpoe, Commissioner, Department of General Services, PO Box 218, 255-275 Main St., Goshen, NY 10924 and will be received up to and including **Tuesday, March 30th, 2021 at 2:00 P.M.**, prevailing time. If not sending your Bid via U.S. Mail (i.e., FedEx, UPS) use the following address: Orange County Department of General Services, 255-275 Main St., Goshen, New York 10924. Late, faxed or e-mailed Proposals are not permitted. Any Proposal which contains modifications (e.g. to units), omissions or erasures; is illegible; conditional; or unsigned may be rejected as non-responsive.

20-12 Withdrawal or revision of proposals. A bidder may withdraw or revise (by withdrawal of one proposal and submission of another) a proposal provided that the bidder's request for withdrawal is received by the Owner in writing or by fax or by email before the time specified for opening bids. Revised proposals must be received at the place specified in the advertisement before the time specified for opening all bids.

20-13 Public opening of proposals. Proposals shall be opened, and read, publicly at the time and place specified in the Advertisement. Bidders, their authorized agents, and other interested persons are invited to attend. Proposals that have been withdrawn (by written or telegraphic request) or received after the time specified for opening bids shall be returned to the bidder unopened.

20-14 Disqualification of bidders. A bidder shall be considered disqualified for any of the following reasons:

a. Submitting more than one proposal from the same partnership, firm, or corporation under the same or different name.

b. Evidence of collusion among bidders. Bidders participating in such collusion shall be disqualified as bidders for any future work of the Owner until any such participating bidder has been reinstated by the Owner as a qualified bidder.

c. If the bidder is considered to be in non-responsible after a responsibility hearing with Owner for reasons which may include, but are not limited to:

i. Failure to comply with any prequalification regulations of the Owner, if such regulations are cited, or otherwise included, in the proposal as a requirement for bidding.

ii. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner.

iii. Documented record of Contractor of performance issues under previous contracts with the Owner.

iv. Documented record of unsatisfactory work on previous contracts with the Owner.

v. Negative listing on federal or state debarment lists including but not limited to the federal System of Award Management (SAM), or New York State Department of Labor, Office of General Services or Workers Compensation Board lists.

vi. Insolvency or bankruptcy

20-15 Questions, Interpretations, Non-Specified Products, Addenda

a. All questions about the meaning or intent of the Bid Documents may be submitted until **10:00 A.M. on March 22nd, 2021 local time.** Questions submitted prior to this deadline shall be responded to through the Addendum process. Questions submitted after the deadline shall receive no response. Submit questions in writing on company letterhead with date and contact information (name, fax, email, and phone number of person asking question) to: GeneralServices@orangecountygov.com.

b. Written clarifications or interpretations will be issued by Addenda before the bid opening date. Only questions answered by written Addenda will be binding. Oral and other clarifications or interpretations will be without legal effect. Addenda will be sent by overnight service and/or e-mail, to all parties recorded as having received the Bid Documents from the official source.

c. Each Bidder must be responsible for determining that it has received all Addenda issued and shall acknowledge receipt of all Addenda on the Proposal form.

END OF SECTION 20

Section 30 Award and Execution of Contract

30-01 Consideration of proposals. After the proposals are publicly opened and read, they will be compared on the basis of the summation of the products obtained by multiplying the estimated quantities shown in the proposal by the unit bid prices. If a bidder's proposal contains a discrepancy between unit bid prices written in words and unit bid prices written in numbers, the unit bid price written in words shall govern. Where discrepancies in the summation of the products occur, the Owner will make the necessary corrections and the corrected values will be used in the Owner's consideration of proposals.

Until the award of a contract is made, the Owner reserves the right to reject a bidder's proposal for any of the following reasons:

a. If the proposal is irregular as specified in Section 20, paragraph 20-09, *Non-responsive Proposals*.

b. If the bidder is disqualified for any of the reasons specified Section 20, paragraph 20-14, *Disqualification of Bidders*.

In addition, until the award of a contract is made, the Owner reserves the right to reject any or all proposals, waive technicalities, if such waiver is in the best interest of the Owner and is in conformance with applicable state and local laws or regulations pertaining to the letting of construction contracts; advertise for new proposals; or proceed with the work otherwise. All such actions shall promote the Owner's best interests.

30-02 Award of contract. The award of a contract, if it is to be awarded, shall be made within **45** calendar days of the date specified for publicly opening proposals, unless otherwise specified in Addenda or federal, state or local emergency Executive Orders.

If the Owner elects to proceed with an award of contract, the Owner will make award to the responsible bidder whose bid, conforming with all the material terms and conditions of the bid documents, is the lowest in price.

The Owner reserves the right to award only the Base Bid, to award any Alternate Bid (if Alternates are an option), or to award either the Base Bid or the Alternate Bid plus Add-On Bids (if Add-On bids are an option). Where discrepancies occur that affect the bid total(s) as described in Section 30, paragraph 30-1, *Consideration of Proposals*, the contract amount awarded will reflect the corrected values.

Where alternate bids and/or add-on bids are included in the proposal, the lowest qualified bidder will be determined by comparison of the combination of Base Bid, or Alternate Bid, plus Add-On bids which are chosen by the Owner.

The Owner, based on their operational needs, has established the following order for evaluation of bids to determine the apparent low bidder:

<u>Base Bid</u>	<u>Snow Removal Equipment Storage Building:</u>
G-1	General Construction
M-1	Mechanical Construction
P-1	Plumbing Construction
E-1	Electrical Construction
<u>Add-On No. 1 to G-1 General Construction</u>	
Water Service From Existing Well	

30-03 Cancellation of award. The Owner reserves the right to cancel the award without liability to the bidder, except return of proposal guaranty, at any time before a contract has been fully executed by all parties and is approved by the Owner in accordance with paragraph 30-07 *Approval of contract*.

30-04 Return of proposal guaranty. All proposal guaranties, except those of the two lowest bidders, will be returned immediately after the Owner has made a comparison of bids as specified in the paragraph 30-01, *Consideration of Proposals*. Proposal guaranties of the two lowest bidders will be retained by the Owner until such time as an award is made, at which time, the unsuccessful bidder's proposal guaranty will be returned. The successful bidder's proposal guaranty will be returned as soon as the Owner receives the contract bonds as specified in paragraph 30-05, *Requirements of Contract Bonds*.

30-05 Requirements of contract bonds. Performance and Payment Bonds. The Contractor shall furnish Performance and Payment Bonds in an amount equal to ONE HUNDRED PERCENT (100%) of the total Contract Price as security for the faithful performance of this Contract, and for the payment of all persons performing labor or furnishing materials in connection with this Contract.

Maintenance Bond: Upon application for Final Payment, the Contractor shall provide the Owner with a Maintenance Bond in the amount of TEN PERCENT (10%) of the total Contract Price at Substantial Completion which shall remain in effect for one year from the date of issue of Final Payment check to Contractor, as a guarantee that the Contractor shall make good any faults or defects in the Work arising from improper or defective workmanship or materials which may appear during that period. The Maintenance Bonds shall be in addition to any other warranties, guarantees or similar obligations called for in the Contract Documents.

Acceptable Types of Security: Acceptable types of security shall be limited to a Bond in a form satisfactory to the Owner or a Certified or Cashier's Check. The surety company for all Bonds must be licensed in the State of New York, has an A.M. Best Rating of A- or better, and appear on the most recent published Department of the Treasury's Listing of Approved Sureties (Department Circular 570) at the time of filing the Bonds.

Power of Attorney: Attorneys-in-fact who sign Performance or Payment Bonds must file with each bond a certified copy of their Power of Attorney to sign said Bonds.

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

30-06 Execution of contract. The successful bidder shall sign (execute) the necessary agreements for entering into the contract and return the signed contract to the Owner, along with the fully executed surety bond or bonds specified in paragraph 30-05, *Requirements of contract bonds*, of this section, within 15 calendar days from the date mailed or otherwise delivered to the successful bidder.

The Contractor shall also furnish the required insurance certificates in accordance with the subsection titled *Responsibility for damage claims* of Section 70, paragraph 70-11. The successful bidder shall recognize that the proposal included in the contract for execution may differ from the proposal which was submitted with their bid. The proposal included in the contract for execution will include corrections to discrepancies which were discovered during the Owners consideration of proposals and will contain only the pages from the successful bidder's proposal which cover the bids which were awarded. As a result, the proposal pages in the contract to be executed may contain pages which are not consecutively numbered due to the intentional omission of those proposal pages which cover bids that were not awarded.

49 CFR Part 26 provides that each contract the owner signs with a contractor (and each subcontract the prime contractor signs with a subcontractor) shall include the following assurance:

The contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The contractor shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of Department of Transportation (DOT) assisted contracts. Failure by the contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include but is not limited to:

- a. withholding monthly progress payments;
- b. assessing sanctions;
- c. liquidated damages; and/or
- d. disqualifying the Contractor from future bidding as non-responsible.

30-07 Approval of contract. Upon receipt of the contract and contract bond or bonds that have been executed by the successful bidder, the Owner shall complete the execution of the contract in accordance with local laws or ordinances and return the fully executed contract to the Contractor. Delivery of the fully executed contract to the Contractor shall constitute the Owner's approval to be bound by the successful bidder's proposal and the terms of the contract.

30-08 Failure to execute contract. Failure of the successful bidder to execute the contract and furnish an acceptable surety bond or bonds within the period specified in paragraph 30-06, *Execution of Contract*, of this section shall be just cause for cancellation of the award and forfeiture of the proposal guaranty, not as a penalty, but as liquidated damages to the Owner.

END OF SECTION 30

Section 40 Scope of Work

40-01 Intent of contract. The intent of the contract is to provide for construction and completion, in every detail, of the work described. It is further intended that the Contractor shall furnish all labor, materials, equipment, tools, transportation, and supplies required to complete the work in accordance with the plans, specifications, and terms of the contract.

40-02 Alteration of work and quantities. The Owner reserves the right to make such changes in quantities and work as may be necessary or desirable to complete, in a satisfactory manner, the original intended work. Unless otherwise specified in the Contract, the Owner's Engineer or RPR shall be and is hereby authorized to make, in writing, such in-scope alterations in the work and variation of quantities as may be necessary to complete the work, provided such action does not represent a significant change in the character of the work.

For purpose of this section, a significant change in character of work means: any change that is outside the current contract scope of work; any change (increase or decrease) in the total contract cost by more than 25%; or any change in the total cost of a major contract item by more than 25%.

Work alterations and quantity variances that do not meet the definition of significant change in character of work shall not invalidate the contract nor release the surety. Contractor agrees to accept payment for such work alterations and quantity variances in accordance with Section 90, paragraph 90-03, *Compensation for Altered Quantities*.

Should the value of altered work or quantity variance meet the criteria for significant change in character of work, such altered work and quantity variance shall be covered by a supplemental agreement. Supplemental agreements shall also require consent of the Contractor's surety and separate performance and payment bonds. If the Owner and the Contractor are unable to agree on a unit adjustment for any contract item that requires a supplemental agreement, the Owner reserves the right to terminate the contract with respect to the item and make other arrangements for its completion.

However, if the Contractor elects to waive the limitations on work that increase or decrease the originally awarded contract or any major contract item by more than 25 percent, the supplemental agreement shall be subject to the same wage determination as was included in the originally awarded contract.

All supplemental agreements shall require consent of the Contractor's surety and separate performance and payment bonds.

40-03 Omitted items. The Owner, the Owner's Engineer or the RPR may provide written notice to the Contractor to omit from the work any contract item that does not meet the definition of major contract item. Major contract items may be omitted by a supplemental agreement. Such omission of contract items shall not invalidate any other contract provision or requirement.

Should a contract item be omitted or otherwise ordered to be non-performed, the Contractor shall be paid for all work performed toward completion of such item prior to the date of the order to omit such item. Payment for work performed shall be in accordance with Section 90, paragraph 90-04, *Payment for Omitted Items*.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work not provided for in the awarded contract as previously modified by change order or supplemental agreement, Owner may issue a Change Order to cover the necessary extra work. Change orders for extra work shall contain agreed unit prices for performing the change order work in accordance with the

requirements specified in the order, and shall contain any adjustment to the contract time that, in the RPR's opinion, is necessary for completion of the extra work.

When determined by the RPR to be in the Owner's best interest, the RPR may order the Contractor to proceed with extra work as provided in Section 90, paragraph 90-05, *Payment for Extra Work*. Extra work that is necessary for acceptable completion of the project, but is not within the general scope of the work covered by the original contract shall be covered by a supplemental agreement as defined in Section 10, paragraph 10-59, *Supplemental Agreement*.

If extra work is essential to maintaining the project critical path, RPR may order the Contractor to commence the extra work under a Time and Material contract method. Once sufficient detail is available to establish the level of effort necessary for the extra work, the Owner shall initiate a change order or supplemental agreement to cover the extra work.

Any claim for payment of extra work that is not covered by written agreement (change order or supplemental agreement) shall be rejected by the Owner.

40-05 Maintenance of traffic. It is the explicit intention of the contract that the safety of aircraft, as well as the Contractor's equipment and personnel, is the most important consideration. The Contractor shall maintain traffic in the manner detailed on the Contract Drawings, and in the Construction Safety and Phasing Plan (CSPP).

a. It is understood and agreed that the Contractor shall provide for the free and unobstructed movement of aircraft in the air operations areas (AOAs) of the airport with respect to their own operations and the operations of all subcontractors as specified in Section 80, paragraph 80-04, *Limitation of Operations*. It is further understood and agreed that the Contractor shall provide for the uninterrupted operation of visual and electronic signals (including power supplies thereto) used in the guidance of aircraft while operating to, from, and upon the airport as specified in Section 70, paragraph 70-15, *Contractor's Responsibility for Utility Service and Facilities of Others*.

b. With respect to their own operations and the operations of all subcontractors, the Contractor shall provide marking, lighting, and other acceptable means of identifying personnel, equipment, vehicles, storage areas, and any work area or condition that may be hazardous to the operation of aircraft, fire-rescue equipment, or maintenance vehicles at the airport in accordance with the construction safety and phasing plan (CSPP) and the safety plan compliance document (SPCD).

c. When the contract requires the maintenance of an existing road, street, or highway during the Contractor's performance of work that is otherwise provided for in the contract, plans, and specifications, the Contractor shall keep the road, street, or highway open to all traffic and shall provide maintenance as may be required to accommodate traffic. The Contractor, at their expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel. The Contractor shall furnish, erect, and maintain barricades, warning signs, flag person, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices (MUTCD) (<http://mutcd.fhwa.dot.gov/>), unless otherwise specified. The Contractor shall also construct and maintain in a safe condition any temporary connections necessary for ingress to and egress from abutting property or intersecting roads, streets or highways. Unless otherwise specified herein, the Contractor will not be required to furnish snow removal for such existing road, street, or highway.

40-06 Removal of existing structures. All existing structures encountered within the established lines, grades, or grading sections shall be removed by the Contractor, unless such existing structures are otherwise specified to be relocated, adjusted up or down, salvaged, abandoned in place, reused in the work or to remain in place. The cost of removing such existing structures shall not be measured or paid for directly, but shall be included in the various contract items.

Should the Contractor encounter an existing structure (above or below ground) in the work for which the disposition is not indicated on the plans, the RPR shall be notified prior to disturbing such structure. The

disposition of existing structures so encountered shall be immediately determined by the RPR in accordance with the provisions of the contract.

Except as provided in Section 40, paragraph 40-07, *Rights in and Use of Materials Found in the Work*, it is intended that all existing materials or structures that may be encountered (within the lines, grades, or grading sections established for completion of the work) shall be used in the work as otherwise provided for in the contract and shall remain the property of the Owner when so used in the work.

40-07 Rights in and use of materials found in the work. Should the Contractor encounter any material such as (but not restricted to) sand, stone, gravel, slag, or concrete slabs within the established lines, grades, or grading sections, the use of which is intended by the terms of the contract to be embankment, the Contractor may at their own option either:

- a. Use such material in another contract item, providing such use is approved by the RPR and is in conformance with the contract specifications applicable to such use; or,
- b. Remove such material from the site, upon written approval of the RPR; or
- c. Use such material for the Contractor's own temporary construction on site; or,
- d. Use such material as intended by the terms of the contract.

Should the Contractor wish to exercise option a., b., or c., the Contractor shall request the RPR's approval in advance of such use.

Should the RPR approve the Contractor's request to exercise option a., b., or c., the Contractor shall be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at their expense, such removed or excavated material with an agreed equal volume of material that is acceptable for use in constructing embankment, backfills, or otherwise to the extent that such replacement material is needed to complete the contract work. The Contractor shall not be charged for use of such material used in the work or removed from the site.

Should the RPR approve the Contractor's exercise of option a., the Contractor shall be paid, at the applicable contract price, for furnishing and installing such material in accordance with requirements of the contract item in which the material is used.

It is understood and agreed that the Contractor shall make no claim for delays by reason of their own exercise of option a., b., or c.

The Contractor shall not excavate, remove, or otherwise disturb any material, structure, or part of a structure which is located outside the lines, grades, or grading sections established for the work, except where such excavation or removal is provided for in the contract, plans, or specifications.

40-08 Final cleanup. Upon completion of the work and before acceptance and final payment will be made, the Contractor shall remove from the site all machinery, equipment, surplus and discarded materials, rubbish, temporary structures, and stumps or portions of trees. The Contractor shall cut all brush and woods within the limits indicated and shall leave the site in a neat and presentable condition. Material cleared from the site and deposited on adjacent property will not be considered as having been disposed of satisfactorily, unless the Contractor has obtained the written permission of the property Owner.

Contractor shall leave the premises broom-clean and everything in perfect order and repair. Upon neglect or refusal of Contractor to keep the premises clean, the RPR shall have the authority to have such work performed, and the cost of the same shall be charged to the Contractor in default and collected from any monies which have or may become due on this Contract. The RPR shall issue no certificates of payment on the Contract until premises are clean, in good order, and all claims properly resolved.

END OF SECTION 40

Section 50 Control of Work

50-01 Authority of the Resident Project Representative (RPR). The RPR has final authority regarding the interpretation of project specification requirements. The RPR shall determine acceptability of the quality of materials furnished, method of performance of work performed, and the manner and rate of performance of the work. The RPR does not have the authority to accept work that does not conform to specification requirements.

50-02 Conformity with plans and specifications. All work and all materials furnished shall be in reasonably close conformity with the lines, grades, grading sections, cross-sections, dimensions, material requirements, and testing requirements that are specified (including specified tolerances) in the contract, plans, or specifications.

If the RPR finds the materials furnished, work performed, or the finished product not within reasonably close conformity with the plans and specifications, but that the portion of the work affected will, in their opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the RPR will advise the Owner of their determination that the affected work be accepted and remain in place. The RPR will document the determination and recommend to the Owner a basis of acceptance that will provide for an adjustment in the contract price for the affected portion of the work. Changes in the contract price must be covered by contract change order or supplemental agreement as applicable.

If the RPR finds the materials furnished, work performed, or the finished product are not in reasonably close conformity with the plans and specifications and have resulted in an unacceptable finished product, the affected work or materials shall be removed and replaced or otherwise corrected by and at the expense of the Contractor in accordance with the RPR's written orders.

The term "reasonably close conformity" shall not be construed as waiving the Contractor's responsibility to complete the work in accordance with the contract, plans, and specifications. The term shall not be construed as waiving the RPR's responsibility to insist on strict compliance with the requirements of the contract, plans, and specifications during the Contractor's execution of the work, when, in the RPR's opinion, such compliance is essential to provide an acceptable finished portion of the work.

The term "reasonably close conformity" is also intended to provide the RPR with the authority, after consultation with the Sponsor and FAA, to use sound engineering judgment in their determinations to accept work that is not in strict conformity, but will provide a finished product equal to or better than that required by the requirements of the contract, plans and specifications.

The RPR will not be responsible for the Contractor's means, methods, techniques, sequences, or procedures of construction or the safety precautions incident thereto.

50-03 Coordination of contract, plans, and specifications. The contract, plans, specifications, and all referenced standards cited are essential parts of the contract requirements. If electronic files are provided and used on the project and there is a conflict between the electronic files and hard copy plans, the hard copy plans shall govern. A requirement occurring in one is as binding as though occurring in all. They are intended to be complementary and to describe and provide for a complete work. In case of discrepancy, calculated dimensions will govern over scaled dimensions; contract technical specifications shall govern over contract general provisions, plans, cited standards for materials or testing, and cited advisory circulars (ACs); contract general provisions shall govern over plans, cited standards for materials or testing, and cited ACs; plans shall govern over cited standards for materials or testing and cited ACs. If any paragraphs

contained in the Special Provisions conflict with General Provisions or Technical Specifications, the Special Provisions shall govern.

From time to time, discrepancies within cited testing standards occur due to the timing of the change, edits, and/or replacement of the standards. If the Contractor discovers any apparent discrepancy within standard test methods, the Contractor shall immediately ask the RPR for an interpretation and decision, and such decision shall be final.

The Contractor shall not take advantage of any apparent error or omission on the plans or specifications. In the event the Contractor discovers any apparent error or discrepancy, Contractor shall immediately notify the Owner or the RPR in writing requesting their written interpretation and decision.

50-04 List of Special Provisions.

See Section 200 Special Provisions to the General Provisions.

50-05 Cooperation of Contractor. The Contractor shall be supplied with five hard copies or an electronic PDF of the plans and specifications. The Contractor shall have available on the construction site at all times one hardcopy each of the plans and specifications. Additional hard copies of plans and specifications may be obtained by the Contractor for the cost of reproduction.

The Contractor shall give constant attention to the work to facilitate the progress thereof, and shall cooperate with the RPR and their inspectors and with other Contractors in every way possible. The Contractor shall have a competent superintendent on the work at all times who is fully authorized as their agent on the work. The superintendent shall be capable of reading and thoroughly understanding the plans and specifications and shall receive and fulfill instructions from the RPR or their authorized representative.

50-06 Cooperation between Contractors. The Owner reserves the right to contract for and perform other or additional work on or near the work covered by this contract.

When separate contracts are let within the limits of any one project, each Contractor shall conduct the work not to interfere with or hinder the progress of completion of the work being performed by other Contractors. Contractors working on the same project shall cooperate with each other as directed.

Each Contractor involved shall assume all liability, financial or otherwise, in connection with their own contract and shall protect and hold harmless the Owner from any and all damages or claims that may arise because of inconvenience, delays, or loss experienced because of the presence and operations of other Contractors working within the limits of the same project.

The Contractor shall arrange their work and shall place and dispose of the materials being used to not interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join their work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-07 Construction layout and stakes. The Engineer/RPR shall establish necessary horizontal and vertical control. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor. Contractor is responsible for preserving integrity of horizontal and vertical controls established by Engineer/RPR. In case of negligence on the part of the Contractor or their employees, resulting in the destruction of any horizontal and vertical control, the resulting costs will be deducted as a liquidated damage against the Contractor.

Prior to the start of construction, the Contractor will check all control points for horizontal and vertical accuracy and certify in writing to the RPR that the Contractor concurs with survey control established for the project. All lines, grades and measurements from control points necessary for the proper execution and control of the work on this project will be provided to the RPR. The Contractor is responsible to establish all layout required for the construction of the project.

Copies of survey notes will be provided to the RPR for each area of construction and for each placement of material as specified to allow the RPR to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. Surveys will be provided to the RPR prior to commencing work items that cover or disturb the survey staking. Survey(s) and notes shall be provided in the following format(s): five (5) full size copies of signed and sealed surveys, five (5) copies of the notes as well as pdf copies of both.

Laser, GPS, String line, or other automatic control shall be checked with temporary control as necessary. In the case of error, on the part of the Contractor, their surveyor, employees or subcontractors, resulting in established grades, alignment or grade tolerances that do not concur with those specified or shown on the plans, the Contractor is solely responsible for correction, removal, replacement and all associated costs at no additional cost to the Owner.

50-07.1 Additional Survey Requirements.

A. This work shall consist of providing all necessary survey work to establish, spatially position, and verify the locations of existing and proposed features and measure quantities of items in accordance with the contract documents or as directed by the RPR. This work includes but is not limited to the establishment, reestablishment or localization of primary and secondary control, the stakeout or layout of proposed features, the initialization, calibration and navigation of automated equipment operations, the location or verification of existing or of constructed features, the verification of geospatial data for proposed construction work and the coordination and sharing of survey data with the RPR.

The Contractor shall be responsible for trimming trees, brush and other objects from survey lines in advance of all survey work to permit accurate and unimpeded work by the survey crews.

B. Survey Reference Points.

1. Existing horizontal and vertical control points for the Project are those designated on drawings or as determined from investigation of the existing conditions.
2. Locate and protect control points prior to starting Site Work and preserve permanent reference points during construction.
 - a. Make no changes or relocations without prior approval of the RPR.
 - b. Report to RPR when reference point is lost, destroyed or requires relocation because of necessary changes in grades or locations.
 - c. Replace Project control points, which may be lost or destroyed. Airport control points shall be replaced in accordance with their requirements.
 - d. Existing property corners, markers, stakes, iron pins, and survey monuments defining property lines which have a high probability of being disturbed during construction shall be properly tied into fixed reference points before being disturbed. If disturbed, they shall be accurately reset in their proper position upon completion of the work.

C. Project Layout Requirements.

1. Establish a sufficient number of permanent bench marks on Site, as may be required, referenced to data established by survey control points. Record locations of benchmarks with horizontal and vertical data on Project Record Documents.
2. From established control points, layout all Work by establishing all lines and grades at Site necessary to control Work. Contractor shall be responsible for all measurements that may be required for execution of Work to location and limit marks prescribed in appropriate Specification Sections or on Contract Drawings.

3. Furnish, at contractor expense, all such stakes, steel pins, equipment, tools and material and labor that may be required in laying out Work control points.
4. Establish lines and levels. Locate and layout by instrumentation and similar appropriate means:
 - a. Verify grades, lines, levels and dimensions indicated.
 - b. Site Improvements
 - 1) Provide stakes for grading, fill and topsoil placement.
 - 2) Layout utility slopes and invert elevations.
 - 3) Layout limits of pavement demolition and proposed pavement.
4. Verify and coordinate in field all existing and proposed underground components including civil, structural, utilities and other components prior to initiation of the Work. Advise RPR and/or FAA of any conflicts or discrepancies.

D. Documents.

1. Submit name, address and contact information of Surveyor to RPR.
2. On request of the RPR, submit documentation to certify accuracy of construction survey and stakeout work and compliance with Contract Documents.
3. Submit certificate signed by licensed surveyor certifying that elevations and locations of improvements are in conformance with Contract Documents. Should any work be in non-conformance with Contract Documents, Contractor shall identify all such non-conformance in the certificate.
4. Standards and Availability: Data and other measurements shall be recorded in accordance with standard and approved methods. All field notes, sketches, recordings, and computations in establishing above horizontal and vertical control points shall be available at all times during progress of Work for ready examination by RPR.
5. Maintain complete and accurate record data on underground utilities and obstructions, new and existing, encountered in execution of Work. Record data on Project Record Documents.
6. On completion of major site improvements, prepare certified survey showing dimensions, locations, angles, and elevations of construction.

E. GPS Inspection Unit. Section not used.

F. Computer Aided Drafting & Design (CADD) and 3D Surface files. This project was developed using three-dimensional design software. After award and upon request, the successful bidder will be provided CADD files developed from AutoCAD and 3D surface files for use. The surface files will be provided for the existing grade, finished grade, and other applicable design surface models. In addition, survey control for the project will be provided in electronic format and the alignments will be provided in XML format. The files may be used for survey and stakeout of the project, but may not be manipulated. A single CADD file will be provided as well, including 2D and 3D information.

The following 3D surfaces will be provided:

<u>SURFACE</u>	<u>DESCRIPTION</u>
Overall Project Site Existing Grade	3D surface of project site overall existing grade elevations per topographic survey prior to construction.

Proposed Finished Grade

3D surface representation of the project site overall proposed finished grade elevations per project design. This surface includes pavement and turf grades.

The following 2D CADD files will be provided:

<u>FILE</u>	<u>DESCRIPTION</u>
Existing Base Map	Existing topographic features, limits of pavement, physical features, existing contours, equipment, structures, lights, signs, known utilities, fence, pipes, and conduits, buildings, etc.
Proposed	Proposed work including alignments, survey data, work phasing limits, limits of demolition, limits of pavement, physical features, proposed contours, equipment, structures, pavement marking, lights, signs, utilities, fence, pipes, and conduits, and buildings.

Unless otherwise shown on the Plans, the Contractor shall assume that the origin of proposed CAD symbols is at the center of the location of the feature. CAD symbols which are not at the center of origin include the following:

The files were developed for the design and depiction of various 2D features (existing and proposed) and 3D features of existing, proposed, and subgrade surfaces. The surface files are depicted on the Contract Drawings in the form of contours, profiles, typical sections, spot elevations, tables, and other details. The surface file of the existing surface is the database of points from the design topographic survey. The surface files of the other surfaces are the database of points for the surfaces used to design the project.

The Owner allows use of the CADD and surface files in the performance of its work and services on the project with the following terms and conditions:

1. That the Owner does not warrant or guarantee the information and data in the CADD and surface files and any accompanying documentation as a substitute for the sound judgment of the Contractor.
2. That the Contractor desires to make use of the CADD and surface files in conjunction with the Work to be provided to the Owner for the subject project.
3. That the Contractor has no rights to the information and data contained in the CADD and surface files or any translated or converted form of these files. The transfer shall not be considered to convey any proprietary interest in the information and data in the CADD and surface files or any translated or converted form of these files or subsequent version thereof.
4. That the information and data contained in the CADD and surface files or in any translated or converted form of these files shall not be used by the Contractor on any other project.
5. That the Contractor may not copy, distribute, sell, rent, sublicense or lease the CADD and surface files or any translated or converted form of these files or any accompanying documentation.
6. That no information or data contained in the CADD and surface files or any translated or converted form of these files shall be transferred in any electronic form without written permission of the Owner.
7. That after completion of the Work by the Contractor as part of this project, the Contractor shall remove the information and data contained in the CADD and surface files, or any translated or

converted form of these files, from all of its electronic data processing systems. No electronic copies of the information and data contained in the CADD and surface files or any translated or converted form of these files shall be retained by the Contractor.

8. That the Contractor shall take all steps reasonably necessary to protect the CADD and surface files, or any translated or converted form of these files, from theft or use in a manner inconsistent with these terms and conditions.
9. That the Owner may terminate these terms and conditions at any time and the Contractor shall immediately remove the CADD and surface files, or any translated or converted form of these files, from their electronic data processing systems upon demand of the Owner.
10. That the Owner retains all rights not expressly granted. Nothing in these terms and conditions constitutes a waiver of the Owner's rights under any federal or state law.
11. That the Owner excludes any and all implied warranties, including warranties of merchantability and fitness for a particular purpose, and limits the Contractor's remedy to return of the CADD and surface files and documentation to the Owner for replacement.
12. That the Owner makes no warranty or representation, either express or implied, with respect to the CADD and surface files or accompanying documentation, including their quality, performance, merchantability, or fitness for a particular purpose. The CADD and surface files and documentation are provided "as is" and the Contractor assumes the entire risk as to their quality and performance.
13. That the Owner shall not be liable for any direct, indirect, special, incidental, or consequential damages arising out of the use of, inability to use, or any defect in the CADD and surface files or any translated or converted form of these files or any accompanying documentation.
14. That the Contractor shall indemnify and hold harmless the Owner, its officials and employees, and the RPR for any injury to the person or property of third parties arising out of the use of or any defect in the CADD and surface files or any translated or converted form of these files or any accompanying documentation.
15. That the Contractor shall indemnify and hold harmless the Owner, its officials and employees, and the RPR for any injury arising out of any infringement of the copyright law.
16. That the warranty and remedies set forth in these terms and conditions are exclusive and in lieu of all others, oral or written, express or implied.
17. That nothing contained in these terms and conditions shall be construed to represent or warrant that the Contractor has the right to reproduce or copy any or converted form of these files and the Contractor acknowledges that it has no right to reproduce and include copyright or trade secret notices, or patent rights on any copies, in whole or in part, in any form. All copies of each CADD and surface file remain the property of the Owner and any rights involving the copyright law as modified in 17 U.S.C. §101 et. seq. remain with the Owner.

G. Equipment.

1. **Surveying Equipment.** Upon request, the Contractor shall make available to the RPR, a rod, level, and tripod. The rod shall be telescoping rod, 15 feet in length with hundredth of a foot graduations. The level shall be self-leveling and have documentation demonstrating it has been calibrated within twelve months of the project's commencement.
2. **Materials.** Stakes used for construction layout shall be sound hardwood stakes having minimum dimensions of 1 inch by 1 inch by 4 feet in length.

H. Verification of Existing Grades. This project was developed using a 3D CADD program. The 3D CADD program created 3D surface files of the existing surfaces, finished surfaces and other various surfaces required to complete the design.

Some volumetric quantities were calculated by comparing surface files of the applicable design surfaces and generating Triangle Volume Reports.

Existing grades on the surface files, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, a Licensed Surveyor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. For this purpose, the RPR will provide the Contractor with a 3D CADD file of the topographic survey. Surveyor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the surface files. Surveyor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Surveyor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.02 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Surveyor's verification identifies discrepancies in the topographic map, Contractor shall notify RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or surface files. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

The Contractor's survey shall not exceed the following:

- Error of horizontal closure in feet shall not exceed 1 foot/5,000 feet
- Error of vertical closure in feet shall not exceed $(0.05 \text{ feet}) * (\text{bench run length in miles})^{1/2}$

A point data file of the Contractor's verification of original ground surface shall be provided in electronic format along with a printed hard copy. The point data shall be supplied in one ASCII file containing point number, northing, easting, elevation and descriptor. The data shall be left justified columns separated by commas with decimal points, but no slashes, colons and/or other separators.

J. Traditional Survey Stakeout. The Contractor shall field locate all features to be constructed from survey control points which are identified on the Plans. Any error, apparent discrepancy or absence in the data shown or required to appropriately accomplish the stakeout survey shall be referred to the RPR immediately for interpretation when such is observed or required.

The Contractor shall place two offset stakes or references points along the center line at maximum intervals of 50 feet and at such intermediate locations as required to determine location and direction. From computations and measurements made by the Contractor, these stakes shall be clearly and legibly marked with the center line station number, offset and cut or fill from which the establishment of the centerline location and elevation can be determined. If markings become illegible for any reason the markings shall be restored by the Contractor. The Contractor shall locate and place all cut, fill, slope, fine grade, or other stakes and points for the proper progress of the work with a maximum station spacing of 50 feet. All control points shall be properly protected and flagged for easy identification.

The Contractor shall be responsible for the accuracy of the work and shall maintain all applicable reference points, stakes, etc. Damaged or destroyed reference points or bench marks made inaccessible by the progress of the construction shall be replaced or transferred by the Contractor. All control points

shall be referenced by ties (4 minimum) to specific points on acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the RPR. All stakeout survey work related to control shall be referenced to the control line shown in the contract documents. Computations and survey notes necessary to establish the position of the work from control points, shall be made and maintained in a neat, legible and acceptable format by the Contractor. Computations, survey notes and other survey information shall be made available to the RPR within 3 work days from the request. The RPR may check all or any portion of the stakeout survey work or notes made by the Contractor. Such checking by the RPR shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.

K. Automated Stakeout and Automated Machine Guidance Operations. Section not used.

L. GPS Inspection Unit. Section not used.

M. GPS Training Provisions. Section not used.

50-08 Authority and duties of Quality Assurance (QA) inspectors. QA inspectors shall be authorized to inspect all work done and all material furnished. Such QA inspection may extend to all or any part of the work and to the preparation, fabrication, or manufacture of the materials to be used. QA inspectors are not authorized to revoke, alter, or waive any provision of the contract. QA inspectors are not authorized to issue instructions contrary to the plans and specifications or to act as foreman for the Contractor.

QA Inspectors are authorized to notify the Contractor or their representatives of any failure of the work or materials to conform to the requirements of the contract, plans, or specifications and to reject such nonconforming materials in question until such issues can be referred to the RPR for a decision.

50-09 Inspection of the work. All materials and each part or detail of the work shall be subject to inspection. The RPR shall be allowed access to all parts of the work and shall be furnished with such information and assistance by the Contractor as is required to make a complete and detailed inspection.

If the RPR requests it, the Contractor, at any time before acceptance of the work, shall remove or uncover such portions of the finished work as may be directed. After examination, the Contractor shall restore said portions of the work to the standard required by the specifications. Should the work thus exposed or examined prove acceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be paid for as extra work; but should the work so exposed or examined prove unacceptable, the uncovering, or removing, and the replacing of the covering or making good of the parts removed will be at the Contractor's expense.

Provide advance written notice to the RPR of work the Contractor plans to perform each week and each day. Any work done or materials used without written notice and allowing opportunity for inspection by the RPR may be ordered removed and replaced at the Contractor's expense.

Should the contract work include relocation, adjustment, or any other modification to existing facilities, not the property of the (contract) Owner, authorized representatives of the Owners of such facilities shall have the right to inspect such work. Such inspection shall in no sense make any facility owner a party to the contract, and shall in no way interfere with the rights of the parties to this contract.

50-10 Removal of unacceptable and unauthorized work. All work that does not conform to the requirements of the contract, plans, and specifications will be considered unacceptable, unless otherwise determined acceptable by the RPR as provided in paragraph 50-02, *Conformity with Plans and Specifications*.

Unacceptable work, whether the result of poor workmanship, use of defective materials, damage through carelessness, or any other cause found to exist prior to the final acceptance of the work, shall be removed immediately and replaced in an acceptable manner in accordance with the provisions of Section 70, paragraph 70-14, *Contractor's Responsibility for Work*.

No removal work made under provision of this paragraph shall be done without lines and grades having been established by the RPR. Work done contrary to the instructions of the RPR, work done beyond the lines shown on the plans or as established by the RPR, except as herein specified, or any extra work done without authority, will be considered as unauthorized and will not be paid for under the provisions of the contract. Work so done may be ordered removed or replaced at the Contractor's expense.

Upon failure on the part of the Contractor to comply with any order of the RPR made under the provisions of this subsection, the RPR will have authority to cause unacceptable work to be remedied or removed and replaced; and unauthorized work to be removed and recover the resulting costs as a liquidated damage against the Contractor.

50-11 Load restrictions. The Contractor shall comply with all legal load restrictions in the hauling of materials on public roads beyond the limits of the work. A special permit will not relieve the Contractor of liability for damage that may result from the moving of material or equipment.

The operation of equipment of such weight or so loaded as to cause damage to structures or to any other type of construction will not be permitted. Hauling of materials over the base course or surface course under construction shall be limited as directed. No loads will be permitted on a concrete pavement, base, or structure before the expiration of the curing period. The Contractor, at their own expense, shall be responsible for the repair to equal or better than preconstruction conditions of any damage caused by the Contractor's equipment and personnel.

50-12 Maintenance during construction. The Contractor shall maintain the work during construction and until the work is accepted. Maintenance shall constitute continuous and effective work prosecuted day by day, with adequate equipment and forces so that the work is maintained in satisfactory condition at all times.

In the case of a contract for the placing of a course upon a course or subgrade previously constructed, the Contractor shall maintain the previous course or subgrade during all construction operations.

All costs of maintenance work during construction and before the project is accepted shall be included in the unit prices bid on the various contract items, and the Contractor will not be paid an additional amount for such work.

50-13 Failure to maintain the work. Should the Contractor at any time fail to maintain the work as provided in paragraph 50-12, *Maintenance during Construction*, the RPR shall immediately notify the Contractor of such noncompliance. Such notification shall specify a reasonable time within which the Contractor shall be required to remedy such unsatisfactory maintenance condition. The time specified will give due consideration to the exigency that exists.

Should the Contractor fail to respond to the RPR's notification, the Owner may suspend any work necessary for the Owner to correct such unsatisfactory maintenance condition, depending on the exigency that exists. Any maintenance cost incurred by the Owner, shall be recovered as a liquidated damage against the Contractor.

50-14 Partial acceptance. If at any time during the execution of the project the Contractor substantially completes a usable unit or portion of the work, the occupancy of which will benefit the Owner, the Contractor may request the RPR to make final inspection of that unit. If the RPR finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the RPR may accept it as being complete, and the Contractor may be relieved of further responsibility for that unit. Such partial acceptance and beneficial occupancy by the Owner shall not void or alter any provision of the contract.

50-15 Final acceptance. Upon due notice from the Contractor of presumptive completion of the entire project, the RPR and Owner will make an inspection. If all construction provided for and contemplated by the contract is found to be complete in accordance with the contract, plans, and specifications, such inspection shall constitute the final inspection. The RPR shall notify the Contractor in writing of final acceptance as of the date of the final inspection.

If, however, the inspection discloses any work, in whole or in part, as being unsatisfactory, the RPR will notify the Contractor and the Contractor shall correct the unsatisfactory work. Upon correction of the work, another inspection will be made which shall constitute the final inspection, provided the work has been satisfactorily completed. In such event, the RPR will make the final acceptance and notify the Contractor in writing of this acceptance as of the date of final inspection.

50-16 Claims for adjustment and disputes. If for any reason the Contractor deems that additional compensation is due for work or materials not clearly provided for in the contract, plans, or specifications or previously authorized as extra work, the Contractor shall notify the RPR in writing of their intention to claim such additional compensation before the Contractor begins the work on which the Contractor bases the claim. If such notification is not given or the RPR is not afforded proper opportunity by the Contractor for keeping strict account of actual cost as required, then the Contractor hereby agrees to waive any claim for such additional compensation. Such notice by the Contractor and the fact that the RPR has kept account of the cost of the work shall not in any way be construed as proving or substantiating the validity of the claim. When the work on which the claim for additional compensation is based has been completed, the Contractor shall, within 10 calendar days, submit a written claim to the RPR who will present it to the Owner for consideration in accordance with federal, state or local laws, regulations, ordinances, rules and policies.

Nothing in this subsection shall be construed as a waiver of the Contractor's right to dispute final payment based on differences in measurements or computations.

END OF SECTION 50

Section 60 Control of Materials

60-01 Source of supply and quality requirements. The materials used in the work shall conform to the requirements of the contract, plans, and specifications. Unless otherwise specified, such materials that are manufactured or processed shall be new (as compared to used or reprocessed).

In order to expedite the inspection and testing of materials, the Contractor shall furnish documentation to the RPR as to the origin, composition, and manufacture of all materials to be used in the work. Documentation shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the RPR's option, materials may be approved at the source of supply before delivery. If it is found after trial that sources of supply for previously approved materials do not produce specified products, the Contractor shall furnish materials from other sources.

The Contractor shall furnish airport lighting equipment that meets the requirements of the specifications; and is listed in AC 150/5345-53, *Airport Lighting Equipment Certification Program and Addendum*, that is in effect on the date of advertisement.

All other equipment and materials covered by other referenced specifications shall be subject to acceptance through manufacturer's certification of compliance with the applicable specification.

60-02 Samples, tests, and cited specifications. All materials used in the work shall be inspected, tested, and approved by the RPR before incorporation in the work unless otherwise designated. Any work in which untested materials are used without approval or written permission of the RPR shall be performed at the Contractor's risk. Materials found to be unacceptable and unauthorized will not be paid for and, if directed by the RPR, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests will be made by and at the expense of the Owner in accordance with the cited standard methods of ASTM, American Association of State Highway and Transportation Officials (AASHTO), federal specifications, Commercial Item Descriptions, and all other cited methods, which are current on the date of advertisement for bids.

The testing organizations performing on-site quality assurance field tests shall have copies of all referenced standards on the construction site for use by all technicians and other personnel. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the RPR. All materials being used are subject to inspection, test, or rejection at any time prior to or during incorporation into the work. Copies of all tests will be furnished to the Contractor's representative at their request after review and approval of the RPR.

A copy of all Contractor QC test data shall be provided to the RPR daily, along with printed reports, in an approved format, on a weekly basis. After completion of the project, and prior to final payment, the Contractor shall submit a final report to the RPR showing all test data reports, plus an analysis of all results showing ranges, averages, and corrective action taken on all failing tests.

60-03 Certification of compliance/analysis (COC/COA). The RPR may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's COC stating that such

materials or assemblies fully comply with the requirements of the contract. The certificate shall be signed by the manufacturer. Each lot of such materials or assemblies delivered to the work must be accompanied by a certificate of compliance in which the lot is clearly identified. The COA is the manufacturer's COC and includes all applicable test results.

Manufacturer's certificates of compliance shall not relieve the Contractor of their responsibility to provide materials in accordance with these specifications and acceptable to the RPR. Materials supplied and/or installed that do not materially comply with these specifications shall be removed, when directed by the RPR, and replaced with materials, which do comply with these specifications, at the sole cost of the Contractor.

Materials or assemblies used on the basis of certificates of compliance may be sampled and tested at any time and if found not to be in conformity with contract requirements will be subject to rejection whether in place or not.

The form and distribution of certificates of compliance shall be as approved by the RPR.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "or equal," the Contractor shall be required to furnish the manufacturer's certificate of compliance for each lot of such material or assembly delivered to the work. Such certificate of compliance shall clearly identify each lot delivered and shall certify as to:

- a. Conformance to the specified performance, testing, quality or dimensional requirements; and,
- b. Suitability of the material or assembly for the use intended in the contract work.

The RPR shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

The RPR reserves the right to refuse permission for use of materials or assemblies on the basis of certificates of compliance.

60-04 Plant inspection. The RPR or their authorized representative may inspect, at its source, any specified material or assembly to be used in the work. Manufacturing plants may be inspected from time to time for the purpose of determining compliance with specified manufacturing methods or materials to be used in the work and to obtain samples required for acceptance of the material or assembly.

Should the RPR conduct plant inspections, the following conditions shall exist:

- a. The RPR shall have the cooperation and assistance of the Contractor and the producer with whom the Contractor has contracted for materials.
- b. The RPR shall have full entry at all reasonable times to such parts of the plant that concern the manufacture or production of the materials being furnished.
- c. If required by the RPR, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Place office or working space in a convenient location with respect to the plant.

It is understood and agreed that the Owner shall have the right to retest any material that has been tested and approved at the source of supply after it has been delivered to the site. The RPR shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

60-05 Engineer/ Resident Project Representative (RPR) field office. The Engineer/RPR field office, if required, shall be as indicated in C-105, Mobilization.

60-06 Storage of materials. Materials shall be stored to assure the preservation of their quality and fitness for the work. Stored materials, even though approved before storage, may again be inspected prior to their use in the work. Stored materials shall be located to facilitate their prompt inspection. The Contractor shall coordinate the storage of all materials with the RPR. Materials to be stored on airport property shall not create an obstruction to air navigation nor shall they interfere with the free and unobstructed movement of aircraft. Unless otherwise shown on the plans and/or CSPP, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the RPR. Private property shall not be used for storage purposes without written permission of the Owner or lessee of such property. The Contractor shall make all arrangements and bear all expenses for the storage of materials on private property. Upon request, the Contractor shall furnish the RPR a copy of the property Owner's permission.

All storage sites on private or airport property shall be restored to their original condition by the Contractor at their expense, except as otherwise agreed to (in writing) by the Owner or lessee of the property.

60-07 Unacceptable materials. Any material or assembly that does not conform to the requirements of the contract, plans, or specifications shall be considered unacceptable and shall be rejected. The Contractor shall remove any rejected material or assembly from the site of the work, unless otherwise instructed by the RPR.

Rejected material or assembly, the defects of which have been corrected by the Contractor, shall not be returned to the site of the work until such time as the RPR has approved its use in the work.

60-08 Owner furnished materials. The Contractor shall furnish all materials required to complete the work, except those specified, if any, to be furnished by the Owner. Owner-furnished materials shall be made available to the Contractor at the location specified.

All costs of handling, transportation from the specified location to the site of work, storage, and installing Owner-furnished materials shall be included in the unit price bid for the contract item in which such Owner-furnished material is used.

After any Owner-furnished material has been delivered to the location specified, the Contractor shall be responsible for any demurrage, damage, loss, or other deficiencies that may occur during the Contractor's handling, storage, or use of such Owner-furnished material. The Owner will deduct from any monies due or to become due the Contractor any cost incurred by the Owner in making good such loss due to the Contractor's handling, storage, or use of Owner-furnished materials.

END OF SECTION 60

Section 70 Legal Regulations and Responsibility to Public

70-01 Laws to be observed. The Contractor shall keep fully informed of all federal, state and local laws, ordinances, rules and regulations and all orders and decrees of bodies or tribunals having any jurisdiction or authority, which in any manner affect those engaged or employed on the work, or which in any way affect the conduct of the work. The Contractor shall at all times observe and comply with all such laws, ordinances, regulations, orders, and decrees; and shall protect and indemnify the Owner, the Engineer, the RPR and all their officers, members, partners, agents, employees and subcontractors against any claim or liability arising from or based on the violation of any such law, ordinance, regulation, order, or decree, whether by the Contractor or the Contractor's employees.

70-02 Permits, licenses, and taxes. The Contractor shall procure all permits and licenses, pay all charges, fees, and taxes, and give all notices necessary and incidental to the due and lawful execution of the work.

70-03 Patented devices, materials, and processes. If the Contractor is required or desires to use any design, device, material, or process covered by letters of patent or copyright, the Contractor shall provide for such use by suitable legal agreement with the Patentee or Owner. The Contractor and the surety shall indemnify and hold harmless the Owner, the Engineer, the RPR, any third party, or political subdivision from any and all claims for infringement by reason of the use of any such patented design, device, material or process, or any trademark or copyright, and shall indemnify the Owner for any costs, expenses, and damages which it may be obliged to pay by reason of an infringement, at any time during the execution or after the completion of the work.

70-04 Restoration of surfaces disturbed by others. The Owner reserves the right to authorize the construction, reconstruction, or maintenance of any public or private utility service, FAA or National Oceanic and Atmospheric Administration (NOAA) facility, or a utility service of another government agency at any time during the progress of the work. To the extent that such construction, reconstruction, or maintenance has been coordinated with the Owner, such authorized work (by others) must be shown on the plans and is indicated as follows:

<u>Utility</u>	<u>Contact Name</u>	<u>Utility or Agency</u>	<u>Phone No.</u>
Electrical*	Bob Dunderdale	Central Hudson	845-452-2700
Natural Gas*	Bob Dunderdale	Central Hudson	845-452-2700

*All utility work requires prior notification to Airport Maintenance.

Except as listed above, the Contractor shall not permit any individual, firm, or corporation to excavate or otherwise disturb such utility services or facilities located within the limits of the work without the written permission of the RPR.

Should the Owner of public or private utility service, FAA, or NOAA facility, or a utility service of another government agency be authorized to construct, reconstruct, or maintain such utility service or facility during the progress of the work, the Contractor shall cooperate with such Owners by arranging and performing the work in this contract to facilitate such construction, reconstruction or maintenance by others whether or not

such work by others is listed above. When ordered as extra work by the RPR, the Contractor shall make all necessary repairs to the work which are due to such authorized work by others, unless otherwise provided for in the contract, plans, or specifications. It is understood and agreed that the Contractor shall not be entitled to make any claim for damages due to such authorized work by others or for any delay to the work resulting from such authorized work.

70-05 Federal Participation. The United States Government has agreed to reimburse the Owner for some portion of the contract costs. The contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator. No requirement of this contract shall be construed as making the United States a party to the contract nor will any such requirement interfere, in any way, with the rights of either party to the contract.

70-06 Sanitary, health, and safety provisions. The Contractor's worksite and facilities shall comply with applicable federal, state, and local requirements for health, safety and sanitary provisions.

70-07 Public convenience and safety. The Contractor shall control their operations and those of their subcontractors and all suppliers, to assure the least inconvenience to the traveling public. Under all circumstances, safety shall be the most important consideration.

The Contractor shall maintain the free and unobstructed movement of aircraft and vehicular traffic with respect to their own operations and those of their own subcontractors and all suppliers in accordance with Section 40, paragraph 40-05, *Maintenance of Traffic*, and shall limit such operations for the convenience and safety of the traveling public as specified in Section 80, paragraph 80-04, *Limitation of Operations*.

The Contractor shall remove or control debris and rubbish resulting from its work operations at frequent intervals, and upon the order of the RPR. If the RPR determines the existence of Contractor debris in the work site represents a hazard to airport operations and the Contractor is unable to respond in a prompt and reasonable manner, the RPR reserves the right to assign the task of debris removal to a third party and recover the resulting costs as a liquidated damage against the Contractor.

70-08 Construction Safety and Phasing Plan (CSPP). The Contractor shall complete the work in accordance with the approved Construction Safety and Phasing Plan (CSPP) developed in accordance with AC 150/5370-2G, Operational Safety on Airports During Construction. The CSPP is described in the Construction Safety and Phasing Plan, Appendix A to Section 70.

During the work of this Contract, the Owner will make such arrangements to coordinate aircraft movements and Airport operations as necessary to conform to the construction procedures outlined in the Construction Safety and Phasing Plan, and as shown on the Contract Drawings. The Contractor shall give adequate notice to the Engineer, to afford time to coordinate construction with the Owner.

70-09 Use of explosives. The use of explosives is not permitted on this project

70-10 Protection and restoration of property and landscape. The Contractor shall be responsible for the preservation of all public and private property and shall protect carefully from disturbance or damage all land monuments and property markers until the Engineer/RPR has witnessed or otherwise referenced their location and shall not move them until directed.

The Contractor shall be responsible for all damage or injury to property of any character, during the execution of the work, resulting from any act, omission, neglect, negligence, recklessness or misconduct

in manner or method of executing the work, or at any time due to defective work or materials, and said responsibility shall not be released until the project has been completed and accepted.

When or where any direct or indirect damage or injury is done to public or private property by or on account of any act, omission, neglect, negligence, recklessness or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at their expense, such property to a condition similar or equal to that existing before such damage or injury was done, by repairing, or otherwise restoring as may be directed, or the Contractor shall make good such damage or injury in an acceptable manner.

The Contractor shall indemnify the Owner for any and all costs for the repair or replacement of the Owner's property including, but not limited to, buildings, landscaping and roads, which arise from or in any manner grow out of any act or neglect on or about the Project site by the Contractor,.

70-11 Responsibility for damage claims.

To the fullest extent permitted by law, the Contractor (this use, as all uses of the term Contractor in this document are defined in subsection 10-19 of Section 10) shall defend, indemnify and hold harmless the Owner, Engineer, RPR and all of their respective officers, directors, agents, employees, stockholders and affiliated companies (collectively "Indemnitees") from and against all liabilities, damages, (including but not limited to damages to the environment and damage to persons and/or property occasioned by any such damage to the environment) losses; claims; costs and expenses (including but not limited to costs and expenses related to providing notice, reasonable attorneys' fees, litigation and court filings), demands and actions of any nature which arise out of, result from or are related to:

- a. any accident, omission, neglect or occurrence which happens or is alleged to have happened in or about the Project Site or any place where the Work is being performed, or in the vicinity of either, at any time prior to the time the Work is fully completed in all respects;
- b. any failure of the Contractor to observe or perform any duty or obligation under the Contract Documents which is to be observed or performed by the Contractor, or any breach of any agreement, representation or warranty of the Contractor contained in the Contract Documents but only to the extent caused by the recklessness, willful misconduct or negligent acts or omissions of the Contractor;
- c. personal injury, death or property loss to any Indemnatee, whether based upon or claimed to be based upon, statutory (including workmen's compensation), contractual, tort or other liability of any Indemnatee, and including any claims, damages, losses, costs, expenses, demands, liabilities or actions to the extent caused by any negligent act or omission of the Contractor, except to the extent it is caused in part by an Indemnatee;
- d. trademark, copyright or patent infringement or unfair competition or infringement of any so-called "intangible" property right, for defamation, false arrest, malicious prosecution, or any other infringement of personal or property rights, of any kind;
- e. services, labor, equipment or materials furnished by the Contractor in the performance of the Work, and from all laborers', mechanics' and material men's liens upon the property

upon which the Work is to be performed, and the services, labor, equipment or materials furnished by the Contractor; and

- f. jurisdictional labor disputes or other labor troubles of any kind that may occur during performance of the Work except to the extent the same arises in connection with persons (other than Contractor) hired or employed directly by the Owner.

In claims against any person or entity indemnified under this subsection the Contractor, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor under laws or regulations regarding Workers' Compensation, Disability Benefits or other Employee Benefits.

The provisions of this indemnification shall not be construed to eliminate, negate, abridge, or otherwise reduce any other indemnification or right which an Indemnitee has by law.

The obligations of the Contractor under this subsection shall not extend to the liability of the Engineer, RPR, or their respective officers, members, partners, agents, subcontractors or employees arising out of (1) the preparation or approval of maps, drawings, opinions, reports, surveys, Change Orders, designs or specifications, or (2) the giving of or the failure to give directions or instructions by the Construction Manager, Architect-Engineer, their consultants, and agents and employees of any of them provided such giving or failure to give is the primary cause of the injury or damage.

As a material part of the consideration to be rendered by the Owner, the Contractor hereby waives all claims against the Owner for damages to the goods, wares, and merchandise in, upon, or about the Project, and the Contractor will hold the Owner exempt and harmless from any damage and injury to any such person or to the goods, wares, or merchandise of any such person, arising from the use of the Project site by the Contractor its subcontractors or their respective officers, members, partners, agents, and employees or from failure of the Contractor its subcontractors or their respective officers, members, partners, agents, and employees to keep the Project site in good condition and repair as provided in this Section.

Money due the Contractor from Owner and considered necessary by Owner for such purpose may be retained for the use of the Owner or, in case no money is due, Contractor's surety may be held until such suits, actions, or claims for injuries or damages shall have been settled and suitable evidence to that effect furnished to the Owner, except that money due the Contractor will not be withheld when the Contractor produces satisfactory evidence that he or she is adequately protected by public liability and property damage insurance.

70-12 Third party beneficiary clause. It is specifically agreed between the parties executing the contract that it is not intended by any of the provisions of any part of the contract to create for the public or any member thereof, a third-party beneficiary or to authorize anyone not a party to the contract to maintain a suit for personal injuries or property damage pursuant to the terms or provisions of the contract.

70-13 Opening sections of the work to traffic. If it is necessary for the Contractor to complete portions of the contract work for the beneficial occupancy of the Owner prior to completion of the entire contract, such "phasing" of the work must be specified below and indicated on the approved Construction Safety and Phasing Plan (CSPP) and the project plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified.

Opening sections of work to traffic shall be as described in the CSPP.

Upon completion of any portion of work listed above, such portion shall be accepted by the Owner in accordance with Section 50, paragraph 50-14, *Partial Acceptance*.

No portion of the work may be opened by the Contractor until directed by the Owner in writing. Should it become necessary to open a portion of the work to traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the RPR, such portion of the work is in an acceptable condition to support the intended traffic. Temporary or intermittent openings are considered to be inherent in the work and shall not constitute either acceptance of the portion of the work so opened or a waiver of any provision of the contract. Any damage to the portion of the work so opened that is not attributable to traffic which is permitted by the Owner shall be repaired by the Contractor at their expense.

The Contractor shall make their own estimate of the inherent difficulties involved in completing the work under the conditions herein described and shall not claim any added compensation by reason of delay or increased cost due to opening a portion of the contract work.

The Contractor must conform to safety standards contained AC 150/5370-2G and the approved CSPP.

Contractor shall refer to the plans, specifications, and the approved CSPP to identify barricade requirements, temporary and/or permanent markings, airfield lighting, guidance signs and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor's responsibility for work. Until the RPR's final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with Section 50, paragraph 50-14, *Partial Acceptance*, the Contractor shall have the charge and care thereof and shall take every precaution against injury or damage to any part due to the action of the elements or from any other cause, whether arising from the execution or from the non-execution of the work.

The Contractor shall rebuild, repair, restore, and make good all injuries or damages to any portion of the work occasioned by any of the above causes before final acceptance and shall bear the expense thereof except damage to the work due to unforeseeable causes beyond the control of and without the fault or negligence of the Contractor, including but not restricted to acts of God such as earthquake, tidal wave, tornado, hurricane or other cataclysmic phenomenon of nature, or acts of the public enemy or of government authorities.

If the work is suspended for any cause whatever, the Contractor shall be responsible for the work and shall take such precautions necessary to prevent damage to the work. The Contractor shall provide for normal drainage and shall erect necessary temporary structures, signs, or other facilities at their own expense. During such period of suspension of work, the Contractor shall properly and continuously maintain in an acceptable growing condition all living material in newly established planting, seeding, and sodding furnished under the contract, and shall take adequate precautions to protect new tree growth and other important vegetative growth against injury.

70-15 Contractor's responsibility for utility service and facilities of others. As provided in paragraph 70-04, *Restoration of Surfaces Disturbed by Others*, the Contractor shall cooperate with the owner of any public or private utility service, FAA or NOAA, or a utility service of another government agency that may be authorized by the Owner to construct, reconstruct or maintain such utility services or facilities during the progress of the work. In addition, the Contractor shall control their operations to prevent the unscheduled interruption of such utility services and facilities.

To the extent that such public or private utility services, FAA, or NOAA facilities, or utility services of another governmental agency are known to exist within the limits of the contract work, the approximate locations have been indicated on the plans and/or in the contract documents.

<u>Utility Service or Facility</u>	<u>Person to Contract</u>	<u>Telephone No.</u>
------------------------------------	---------------------------	----------------------

N/A. No known FAA or NOAA facilities fall within this contract's work area.

It is understood and agreed that the Owner does not guarantee the accuracy or the completeness of the location information relating to existing utility services, facilities, or structures that may be shown on the plans or encountered in the work. Any inaccuracy or omission in such information shall not relieve the Contractor of the responsibility to protect such existing features from damage or unscheduled interruption of service.

It is further understood and agreed that the Contractor shall, upon execution of the contract, notify the owners of all utility services or other facilities (collectively "Other Owners") of their plan of operations. Such notification shall be in writing addressed to "The Person to Contact" as provided in this paragraph and paragraph 70-04, *Restoration of Surfaces Disturbed By Others*. A copy of each notification shall be given to the RPR.

In addition to the general written notification provided, it shall be the responsibility of the Contractor to keep the Other Owners advised of changes in their plan of operations that would affect them.

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each Other Owner of its plan of operation. If, in the Contractor's opinion, any Other Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the Other Owner is desirable to observe the work, such advice should be included in the notification. Such notification shall be given by the most expeditious means to reach the Other Owner's "Person to Contact" no later than two (2) normal business days prior to the Contractor's commencement of operations in such general vicinity. The Contractor shall furnish a written summary of the notification to the RPR.

The Contractor's failure to give the two (2) days' notice shall be cause for the Owner to suspend the Contractor's operations in the general vicinity of a utility service or facility.

Where the outside limits of an underground utility service have been located and staked on the ground, the Contractor shall be required to use hand excavation methods within 3 feet (1 m) of such outside limits at such points as may be required to ensure protection from damage due to the Contractor's operations.

Should the Contractor damage or interrupt the operation of an Other Owner by accident or otherwise, the Contractor shall immediately notify the proper authority and the RPR and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the Other Owner and the RPR continuously until such damage has been repaired and service restored to the satisfaction of the Other Owner.

The Contractor shall bear all costs of damage and restoration of service to any Other Owner's service or facility due to their operations whether due to negligence or accident. The Owner reserves the right to deduct such costs from any monies due or which may become due the Contractor, or the Contractor's surety.

70-15.1 FAA facilities and cable runs. Section 70-15.1 Not Used.

70-16 Furnishing rights-of-way. The Owner will be responsible for furnishing all rights-of-way upon which the work is to be constructed in advance of the Contractor's operations.

70-17 Personal liability of public officials. In carrying out any of the contract provisions or in exercising any power or authority granted by this contract, there shall be no liability upon the Engineer, RPR, their authorized representatives, or any officials of the Owner either personally or as an official of the Owner. It is understood that in such matters they act solely as agents and representatives of the Owner.

70-18 No waiver of legal rights. Upon completion of the work, the Owner will expeditiously make final inspection and notify the Contractor of final acceptance. Such final acceptance, however, shall not preclude or stop the Owner from correcting any measurement, estimate, or certificate made before or after completion of the work, nor shall the Owner be precluded or stopped from recovering from the Contractor or its surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill their obligations under the contract. A waiver on the part of the Owner of any breach of any part of the contract shall not be held to be a waiver of any other or subsequent breach.

The Contractor, without prejudice to the terms of the contract, shall be liable to the Owner for latent defects, fraud, or such gross mistakes as may amount to fraud, or as regards the Owner's rights under any warranty or guaranty.

70-19 Environmental protection. The Contractor shall comply with all federal, state, and local laws and regulations controlling pollution of the environment. The Contractor shall take necessary precautions to prevent pollution of streams, lakes, ponds, and reservoirs with fuels, oils, asphalts, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

The Contractor shall perform all testing, removal of contaminated material, transportation, treatment, remediation, and disposal of contaminated materials which are the result of a spill or release caused by the Contractor, and it shall provide and properly place materials to restore the property to its original condition, all to the Owner's satisfaction and at the Contractor's expense. Refer to the subsection 70-10 titled *Protection and restoration of property and landscape* of this section.

A. Air Pollution

1. No burning of combustible waste shall be permitted.
2. Alternatives to Burning Land Cleared Material.
 - a. All spoil material from clearing and grubbing operations shall be disposed of in accordance with the Technical Specifications, unless otherwise directed.
 - b. Wood may be salvaged for firewood or commercial use or it may be chipped and disposed of for use as mulch.
 - c. Logs, brush, etc. may be removed to an authorized disposal area or disposed of to the general public without charge.
3. Dust Control.
 - a. Common construction operations which may cause excessive dust include:
 - 1) Quarry, drilling and rock crushing.
 - 2) Clearing, grubbing and stripping.
 - 3) Excavation and placement of embankment.

- 4) Cement and aggregate handling.
- 5) Cement or lime stabilization.
- 6) Blasting.
- 7) Use of haul roads.
- 8) Sandblasting or grinding.
- b. Other construction operations which may cause air pollution are:
 - 1) Volatiles escaping from asphalt and cut back materials.
 - 2) Use of herbicides or fertilizers.
 - 3) Smoke from asphalt plants or heater/planers.
- c. Control of Dust and Other Air Pollutants shall be the responsibility of the Contractor and may include the following control methods:
 - 1) Drilling apparatus equipped with water or chemical dust controlling systems.
 - 2) Exposing the minimum area of land.
 - 3) Applying temporary mulch with or without seeding.
 - 4) Use of water sprinkling trucks.
 - 5) Use of covered haul trucks.
 - 6) Use of stabilizing agents in solution.
 - 7) Use of dust palliative and penetration asphalt on temporary roads.
 - 8) Use of wood chips in traffic or work areas.
 - 9) Use of vacuum equipped sandblasting systems.
 - 10) Use of plastic sheet coverings.
 - 11) Restricting the application rate of herbicides to recommended dosage. Materials should be covered and protected from the elements. Application, equipment and empty containers shall not be rinsed and discharged to a stream, etc. or allowed to enter the groundwater.
 - 12) Use dust control measures at bituminous mixing plants, and quarry operations.
 - 13) Delay operations until climate or wind conditions dissipate or inhibit the potential pollutants in a manner satisfactory to the Engineer.

B. Water Pollution

1. The Contractor shall use suitable precautions to minimize water pollution during the progress of the work. Erosion control devices or methods may consist of berms, dikes, dams, drains, sediment basins, fiber mats, woven plastic filter cloths, gravel, mulches, quick growing grasses, sod, bituminous spray or other control devices.
2. The amount of surface area of erodible earth at any one time shall not exceed the area allowed by permit.
3. Pollutants such as fuels, lubricants, bitumens, raw sewage and other harmful materials shall not be discharged into or near rivers, streams, and impoundments or into natural or man-made channels

leading thereto. Wash water or waste from concrete mixing and curing operations should not be allowed to enter streams, etc.

In the event of conflict between these requirements and pollution control laws, rules or regulations or other Federal, State or local agencies, the more restrictive laws, rules, or regulations shall apply.

70-20 Archaeological and historical findings. Unless otherwise specified in this subsection, the Contractor is advised that the site of the work is not within any property, district, or site, and does not contain any building, structure, or object listed in the current National Register of Historic Places published by the United States Department of Interior.

Should the Contractor encounter, during their operations, any building, part of a building, structure, or object that is incongruous with its surroundings, the Contractor shall immediately cease operations in that location and notify the RPR. The RPR will immediately investigate the Contractor's finding and the Owner will direct the Contractor to either resume operations or to suspend operations as directed.

Should the Owner order suspension of the Contractor's operations in order to protect an archaeological or historical finding, or order the Contractor to perform extra work, such shall be covered by an appropriate contract change order or supplemental agreement as provided in Section 40, paragraph 40-04, *Extra Work*, and Section 90, paragraph 90-05, *Payment for Extra Work*. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with Section 80, paragraph 80-07, *Determination and Extension of Contract Time*.

70-21 Insurance Requirements.

The Contractor, at its own expense, shall procure and maintain, until final acceptance by the Owner of the work covered by the Contract, comprehensive liability insurance for damages imposed by law of the kinds and in the amounts hereinafter provided, written by a financially solvent insurance company authorized to do such business and write such coverage in the place where the Project is located, covering all operations under the Contract, whether performed by the Contractor or by its Subcontractor(s). Before commencing the work, the Contractor shall furnish to the Owner three (3) certificates of insurance, in satisfactory form to the Owner, showing that the Contractor has complied with the requirements of this Section. The policies and certificates shall provide that the policies shall not be changed or canceled until thirty (30) days after written notice thereof has been given to each of the Additional Insureds listed below. Property damage insurance shall include coverage for explosion, collapse, and underground operations (X C U hazards).

A. The kinds and amounts of insurance are as follows:

1. General Liability insurance policies shall be Commercial General Liability Insurance (including premises operations, independent contractors, products/completed operations, explosion, collapse and underground hazard, broad form property damage, and blanket contractual liability coverages) and shall be written on an Occurrence basis with the following minimum limits:

Each Occurrence \$1,000,000

General Aggregate \$3,000,000

As an alternative to the above limits for General Aggregate and Each Occurrence, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall likewise be written on an Occurrence basis. If the Contractor so elects, then the sum of the General Liability Each Occurrence limit and the Excess Liability Each Occurrence limit shall total at least

\$1,000,000. The sum of the General Liability General Aggregate limit and the Excess Liability Aggregate limit shall total at least \$3,000,000.

2. Automobile Liability policies shall cover "All Owned", "Scheduled", "Hired" and "Non-Owned" autos. The minimum Combined Single Limit shall be \$1,000,000.

As an alternative to the above limit for Automobile Liability, Contractor may elect to provide Excess Liability Insurance. Excess Liability coverage shall be written on an Occurrence basis. If the Contractor so elects, then the sum of the Combined Single Limit and the Excess Liability Each Occurrence limit shall total at least \$1,000,000.

3. Policy or policies covering the obligations of the Contractor in accordance with the provisions of any applicable Worker's Compensation or Disability Benefits Law.
 4. If applicable, the Contractor and its Subcontractor(s) engaged in work involving "hazardous substances," as defined in Section 3 of PL 1993, c. 139 (C.13:1K-8), or "hazardous waste," as defined in Section 1 of PL 1976, c. 99 (C.13:1E-38), shall procure and maintain pollution liability insurance, also known as "environmental impairment liability insurance."
- B. Contractor's insurance shall be primary over all other collectible insurance.
- C. Anti-subrogation applies to General Liability and to Automobile Liability insurance coverages.
- D. The Certificate Holder shall be the County of Orange, New York .
- E. The following shall be named as Additional Insureds:
- Orange County Airport
 - C&S Engineers, Inc., 499 Col. Eileen Collins Blvd., Syracuse New York 13212
 - Federal Aviation Administration
 - New York State Department of Transportation.
- F. The General Liability policies shall provide coverage for liability for damages imposed by law upon the Contractor and its Subcontractor(s) with respect to all work performed by any of them under the Contract. The insurance company providing General Liability insurance coverage acknowledges that the Contractor has agreed in this Contract to defend, hold harmless, and indemnify the Owner, the Engineer, the RPR, and their respective officers, members, partners, agents, subcontractors, representatives and employees as set forth in this Section.
- G. The Contractor's policies shall provide coverage for contractual liability imposed by contract, including this Contract, and completed operations liability for damages imposed by law arising between the date of the certification of completion of the work and the date of the expiration of the Contractor's guarantee.
- H. Contractor's policy shall provide coverage for liability arising out of the acts or omissions of its Subcontractors.
- I. Each Subcontractor employed on the Project site by the Contractor shall provide comprehensive liability insurance in accordance with the above-described requirements of the Contractor. Such insurance requirements shall be submitted to the Engineer as part of the Subcontractor approval process.

70-22. Liens. The Contractor shall keep the Project, Owner's real and personal property and all of Contractor's materials, tools, equipment and machinery used in connection with any of the Work free and

clear of all liens, claims and encumbrances of any nature whatsoever arising from the performance of the Work by the Contractor.

70-23 Set-off rights and back charges.

The Owner shall have all of its common law, equitable, and statutory rights of set-off. These rights include, but are not limited to, the Owner's right to withhold for the purpose of set-off any monies otherwise due to Contractor:

- a. under this Contract;
- b. under any other agreement or contract with the Owner, including any agreement or contract for a term commencing prior to or after the term of this Contract;
- c. from the Owner by operation of law.

The Owner has the right to withhold any monies otherwise due under this Contract for the purposes of set-off as to any amounts due and owing to the Owner for any reason whatsoever including tax delinquencies, fee delinquencies, monetary penalties, or interest relative thereto.

The Owner reserves the right to back charge a Contractor, through a deductive change order, for the cost of total and complete remedy due to the failure of said Contractor to comply with any portion(s) of the Contract Documents.

END OF SECTION 70

ATTACHMENT “A”

TO

SECTION 70-08

ITEM 1000410 – SAFETY AND SECURITY

**CONSTRUCTION SAFETY AND
PHASING PLAN (CSPP)**

FOR THE CONSTRUCTION OF

**SNOW REMOVAL EQUIPMENT
STORAGE BUILDING**

AT

**ORANGE COUNTY AIRPORT (MGJ)
500 DUNN ROAD
MONTGOMERY, NEW YORK 12549**

FAA AIP NO.: 3-36-0059-043-2019

NYS NO.: 8903.56

TABLE OF CONTENTS

1.0 PURPOSE

2.0 SCOPE OF PROJECT AND CSPP

3.0 PLAN REQUIREMENTS

- 3.1 Coordination
 - a. Pre-construction Meeting
 - b. Contractor Progress Meetings
 - c. Scope or Schedule Changes
 - d. FAA ATO Coordination
 - e. Pre-paving Meeting
 - f. Payment
- 3.2 Phasing
 - a. Phase Elements (Work Areas)
 - b. Construction Safety Drawings (Construction and Operating Requirements)
- 3.3 Areas and Operations Affected by the Construction Activity
 - a. Identification of Affected Areas
 - b. Mitigation of Effects
- 3.4 Protection of Navigational Aids (NAVAIDS)
- 3.5 Contractor Access
 - a. Location of Stockpiled Construction Materials
 - b. Vehicle and Pedestrian Operations
 - c. Security
- 3.6 Wildlife Management
 - a. Trash
 - b. Standing Water
 - c. Tall Grass and Seeds
 - d. Poorly Maintained Fencing and Gates
 - e. Disruption of Existing Wildlife Habitat
- 3.7 Foreign Object Debris (FOD) Management
- 3.8 Hazardous Materials (HAZMAT) Management
- 3.9 Notification of Construction Activities
 - a. Maintenance of a List of Responsible Representatives/Point of Contact
 - b. Notices to Airman (NOTAM)
 - c. Emergency Notification Procedures
 - d. Accidents
 - e. Coordination with ARFF Personnel
 - f. Notification to the FAA
- 3.10 Inspection Requirements
 - a. Daily (or more frequent) Inspections
 - b. Final Inspections
- 3.11 Underground Utilities
- 3.12 Penalties
- 3.13 Special Conditions
- 3.14 Runway and Taxiway Visual Aids
 - a. General
 - b. Markings
 - c. Lighting and Visual NAVAIDS
 - d. Signs
 - e. Maintenance of Airport Lighting

- 3.15 Marking and Signs for Access Routes
- 3.16 Hazard Marking and Lighting
 - a. Purpose
 - b. Equipment
- 3.17 Protection of Airfield Areas
 - a. Runway Safety Area (RSA)
 - b. Runway Object Free Area (ROFA)
 - c. Taxiway Safety Area (TSA)
 - d. Taxiway Object Free Area (TOFA)
 - e. Obstacle Free Zone (OFZ)
 - f. Runway Approach/Departure Surfaces
- 3.18 Other Limitations on Construction
 - A. Prohibitions
 - B. Restrictions

APPENDICES:

APPENDIX 1 – General Plan and Construction Safety Drawings

APPENDIX 2 – Construction Project Daily Safety Inspection Checklist

APPENDIX 3 – Contractor’s Safety Plan Compliance Document (SPCD)

APPENDIX 4 – Spoil Deposition Release Form

APPENDIX 5 – Safety Plan Compliance Document (SPCD) Certification

CONSTRUCTION SAFETY AND PHASING PLAN (CSPP)

1.0 PURPOSE.

Aviation safety is the primary consideration at airports, especially during construction. The Airport Owner's (Note: "Airport Owner" is equivalent to "Owner" and the "County of Orange" or "County in other Contract Documents) Construction Safety and Phasing Plan (CSPP) and the Contractor's Safety Plan Compliance Document (SPCD) are the primary tools to ensure safety compliance when coordinating construction activities with Airport operations. These documents identify all aspects of the construction project that pose a potential safety hazard to Airport operations and outline respective mitigation procedures for each hazard.

The CSPP sets forth benchmarks and requirements for the project to help ensure the highest levels of safety, security and efficiency at the Airport at the time of construction. Requirements for this CSPP were developed from FAA Advisory Circular (AC) 150/5370-2G Operational Safety on Airports During Construction, latest edition.

The CSPP is a standalone document, written to correspond with the safety and security requirements set forth in the AC, the Airport safety and security requirements, and local codes and requirements. The CSPP is to be used by all personnel involved in the project. The CSPP covers the actions of not only the construction personnel and equipment, but also the action of inspection personnel and Airport staff.

This document has been developed in order to minimize interruptions to Airport operations, reduce construction costs, and maximize the performance and safety of construction activity. Strict adherence to the provisions of the CSPP by all personnel assigned to or visiting the construction site is mandatory.

The Contractor shall submit a Safety Plan Compliance Document (SPCD) to the Airport Owner describing how the Contractor will comply with the requirements set forth in this CSPP. The SPCD must be submitted to the Airport Owner prior to issuance of Notice to Proceed.

In the event the Contractor's activities are found in non-compliance with the provisions of the CSPP or the SPCD, the Airport Owner's Representative will direct the Contractor, in writing, to immediately cease those operations in violation. In addition, a safety meeting will be conducted for the purpose of reviewing those provisions in the CSPP/SPCD which were violated. The Contractor will not be allowed to resume any construction operations until conclusion of the safety meeting and all corrective actions have been implemented.

2.0 SCOPE OF PROJECT AND CSPP.

The proposed project generally includes construction of a new, 2,000 square foot pre-engineered metal Snow Removal Equipment Storage Building, at the Orange County Airport in Montgomery, New York. Construction will include site and civil construction, grading and drainage improvements, general construction, electrical, mechanical and plumbing construction. The SRE Storage Building will house two pieces of the Airport's snow removal equipment, and will include overhead doors, as well as new asphalt and concrete pavement.

Safety, maintaining aircraft operations, and construction costs are all interrelated. Since safety must not be compromised, the Airport Owner must strike a balance between maintaining aircraft operations and construction costs. This balance will vary widely depending on the operational needs and resources of the Airport and will require early coordination with Airport users and the FAA. As the project design progresses, the necessary construction locations, activities and associated costs will be identified. As they are identified, their impact to Airport operations must be assessed. Adjustments are made to the proposed construction activities, often by phasing the project and/or to Airport operations in order to maintain operational safety. This planning effort will ultimately result in a project CSPP. The development of the CSPP takes place through the following five steps:

- a. Identify Affected Areas
- b. Describe Current Operations
- c. Allow for Temporary Changes to Operations
- d. Take Required Measures to Revise Operations
- e. Manage Safety Risk

3.0 PLAN REQUIREMENTS.

3.1 COORDINATION. The following items shall be coordinated during the project:

- a. **Pre-construction Meeting.** A preconstruction meeting will be conducted to discuss operational safety, testing, quality control, quality acceptance, security, safety, labor requirements, environmental factors, and other issues. All parties affected by the construction will be asked to attend including, but not limited to, the Airport Owner, contractor, subcontractors and Resident Project Representative (“RPR”).

At the preconstruction meeting, the Contractor shall submit a plan of operation and schedule of work to the RPR for approval. The Contractor’s plan of operation shall indicate, in detail, the amount of construction planned and the number of shifts and/or overtime operations proposed for the project. The schedule of work shall clearly indicate the sequence of work to be performed. The Contractor shall conform, at all times, to the requirements of these provisions and with current safety practices, rules, regulations and security requirements of Airport Owner. The preconstruction meeting will be held prior to issuance of a Notice to Proceed.

- b. **Contractor Progress Meetings.** A minimum of one progress meeting to discuss scheduling and coordination shall be held each week unless otherwise directed by the Airport Owner, throughout the duration of the Contract, between the Airport Owner, Contractor, RPR and any other interested parties at a time and place to be designated by the RPR. These meetings shall include a detailed discussion of construction phasing and safety with regard to the Contractor’s compliance with the requirements stipulated in the Contract Documents.

In attendance at these meetings shall be a Contractor's representative with the authority to make decisions concerning the scheduling and coordination of work. Progress meetings shall be facilitated by the RPR. Operational safety shall be a standing agenda item during progress meetings throughout the construction project.

- c. **Scope or Schedule Changes.** Changes in the Scope of Work or Project Schedule shall be governed by Sections 40 *Scope* and 80 *Execution and progress* of the Contract Documents. Any proposed change that results in a deviation from the established CSPP as expressed by the Contract Documents must be submitted to the FAA and Airport Owner for review and approval. FAA review and approval can be expected to take sixty business days.
- d. **FAA ATO Coordination.** Early coordination with Federal Aviation Administration (FAA) Air Traffic Organization (ATO) is required to schedule airway facility shutdowns and restarts. Relocation or adjustments to NAVAIDs, or changes to final grades in critical areas, may require an FAA flight inspection prior to restarting the facility. Flight inspections shall be coordinated and scheduled well in advance of the intended facility restart. Flight inspections shall be as required by technical specifications or special provisions.

No adjustments to NAVAID, encroachment on facility critical areas, or facility shutdowns are anticipated during construction, so ATO coordination will not be necessary.

- e. **Pre-Paving Meeting.** Paving is included in this project, thus a pre-paving meeting will be held to discuss the status of preliminary submittals, the RPR's inspection of the plant and laboratory, test section requirements, paving plan requirements, and production requirements.
- f. **Payment.** The cost of complying with the requirements of this section, including but not limited to scheduling; and all security requirements shall be included under other items for bid in the construction contract.

3.2 PHASING.

a. Phase Elements (Work Area(s))

Work Area Descriptions: The work of the project has been divided into two (2) work areas, to coordinate construction in a way that will minimize interference with Airport operations:

Work Area 1 is located generally northeast of Hangar Road, and begins approximately 175' southeast of the Taxiway "E" southeast edge of pavement. Work Area 1 is rectangular in shape, and extends 100' northeast of Hangar Road. The southwest boundary of Work Area 1 coincides with the Hangar Road centerline. The northwest limit of Work Area 1 is identical to the southeast Taxiway "E" Object Free Area (TOFA). Work Area 1 is delineated on the Construction Safety and Phasing Plan Drawing, Sheet GC-102 that is attached to this Construction Safety and Phasing Plan.

Work Area 1 contains the proposed Snow Removal Equipment Storage Building, proposed asphalt pavement extending from Hangar Road to the southeast wall of the proposed SRE Building, and a small section of proposed asphalt pavement from the northwest wall of the proposed SRE Building extending approximately 10' to the northeast. Work Area 1 also includes proposed utilities, such as electric, natural gas and water, serving the new SRE Building.

Work Area 2 includes the paved area extending from the northwest side of the proposed SRE Building to the southeast edge of pavement on Taxiway "E." In addition, construction in Work Area 2 will include any new underground utilities to serve the SRE Building, including electrical, water and natural gas.

Work Area 2 is also a rectangle, with the northwest limit of the work area falling approximately 10' into the existing Taxiway "E" pavement, to permit saw cutting, milling and paving where the proposed new asphalt for the SRE Building driveway meets Taxiway "E". The northeast limit of Work Area 2 is parallel to and 90' from the edge of Hangar Road, the southwest limit of Work Area 2 is in coincidence with the Hangar Road centerline, and the southeast limit of Work Area 2 is identical to the southeast Taxiway "E" Object Free Area (TOFA).

b. Construction Safety Requirements

The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the Airport. No active runway or taxiway shall be crossed, entered, or obstructed at any time. The Contractor shall plan and coordinate its work in such a manner as to insure safety and a minimum of hindrance to Airport operations. All Contractor equipment and material stockpiles shall be stored at locations determined during construction or as shown on the Construction Safety Drawings (Appendix 1). No equipment will be allowed to park within the approach area of an active runway at any time.

During the work under this Contract, the Airport Owner will make such arrangements to coordinate aircraft movements and Airport operations as necessary to conform to the construction procedures as outlined below and as shown on the Contract Drawings. The Contractor shall give adequate notice to the RPR, to afford

time to coordinate construction with the Airport Owner. No work shall proceed in any area without prior approval by the Airport Owner and RPR.

The Contractor shall always confine construction operations to the Contractor work areas and designated haul routes. Contractor personnel, equipment, stored materials, subcontractors and suppliers will not be allowed on any other area within the AOA and within the Airport boundaries without prior approval of the Airport Owner or RPR.

The RPR will perform a visual site assessment before the Contractor occupies the Contractor work area. The Contractor shall be held responsible for all repairs and cleanup costs incurred resulting from the Contractor's construction operations. Restoration shall be the complete return of all work areas to the original conditions.

Temporary cables in grass areas shall be marked with stakes and flagging. Temporary cables in paved areas shall be marked with barricades.

Prior to the start of construction operations, the Contractor shall perform the following:

- Coordinate issuing Notices to Airmen (NOTAM) with the Airport Owner and RPR for the construction activities involved, at least 48 hours in advance of the work.

At the conclusion of construction operations, the Contractor shall perform the following:

- Test and activate airfield lighting circuits.
- Remove barricades, temporary jumpers and closed airfield pavement markings, as indicated on the Construction Safety Drawings.
- Clean all paved surfaces in accordance with Item M-200, Maintenance and Protection of Traffic.
- Coordinate cancellation of the NOTAMs with the Airport Owner and RPR.

Work Area "1": Work in area 1 shall be started first. During work in this area, Taxiway E will remain open to aircraft traffic. No low-profile aviation barricades will be required during Work Area 1 construction. Retroreflective Cones will be placed across Hangar Road near the Taxiway E edge of pavement, and across Hangar Road just northeast of the Contractor's Staging Area. Access shall be via Dunn Road to Hangar Road, to the Contractor's Staging Area. The above Maintenance and Protection of Traffic, Haul Route and Staging Area elements are indicated on the General Plan (Drawing GC-101) and Construction Safety and Phasing Plan (Drawing GC-102) in the project plans and attached to this Construction Safety and Phasing Plan.

At the start of construction in Work Area 1, the Contractor shall perform the following:

- Verify with the Airport Owner that a NOTAM has been issued for work force and equipment on and in the vicinity of Taxiway E.
- Verify with the Airport Owner that a NOTAM has been issued closing Taxiway E at the aircraft parking ramp entrance.
- Provide temporary retroreflective cones across Hangar Road at Taxiway E.
- Institute an approved, written electrical lockout/tagout procedure for all electrical circuits included in the work of this project.
- Temporarily disconnect the airfield lighting circuit for the Airfield Guidance Sign at Taxiway E and Hangar Road.
- Disconnect the Airfield Guidance Sign power for the sign at Taxiway E and Hangar Road ("No Entry Sign").
- Prepare the Construction Staging Area, including but not limited to removal and stockpiling of topsoil, placement of geotextile filter fabric and placement of crushed stone (i.e. Stabilized Construction Entrance).
- Place all highway warning and construction traffic signs.

Work Area "2": Work in area 2 may be performed concurrently with the work in Area 1. During work in this area, low-profile aviation barricades will be placed across Taxiway E, at the northeast limit of the entrance to the aircraft parking ramp, as shown on the CSPP drawing. Notification will be provided to aircraft owners with their aircraft located in Hangar E-2, to relocate their aircraft temporarily to one of the aircraft parking apron tie-down locations. Access shall be via the Contractor's Staging Area and Hangar Road or across the building site.

At the start of work in Area 2, the Contractor shall perform the following:

- Verify with the Airport Owner that a NOTAM remains in place and current for work force and equipment on and in the vicinity of Taxiway E.
- Verify with the Airport Owner that a NOTAM is in place and is current, closing Taxiway E at the aircraft parking ramp entrance and as shown on the Construction Safety and Phasing Plan drawing.
- Place and inspect temporary barricades across Taxiway E, near the aircraft parking ramp entrance.
- Verify placement of an adequate number of temporary retroreflective cones across Hangar Road at Taxiway E.
- Place retroreflective cones across the Hangar E-2 apron entrance at the Taxiway Object Free Area line, as shown on the CSPP drawing.
- Continue use of written electrical lockout/tagout procedure for all electrical circuits included in the work of this project.
- Maintain disconnection of the airfield lighting circuit for the Airfield Guidance Sign at Taxiway E and Hangar Road.
- Maintain the Construction Staging Area, including but not limited to placement of additional crushed stone (i.e. Stabilized Construction Entrance).
- Verify that all highway warning and construction traffic signs are in place and fully functional.

3.3 AREAS AND OPERATIONS AFFECTED BY THE CONSTRUCTION ACTIVITY.

Contractor, subcontractor, and supplier employees or any other unauthorized persons shall be restricted from entering an active Airport operating area without previous permission from the Airport Owner and the Aircraft Control Tower.

In an emergency situation, the Airport Owner or other designated Airport representative may order the Contractor to suspend operations; move personnel, equipment, and materials to a safe location; and stand by until aircraft use is completed.

The Contractor shall cooperate with the Airport users through the RPR, in coordination with Airport operations, in scheduling the operations to provide adequate clearance for safe aircraft parking, fueling, maintenance, loading or unloading, maneuvering, taxing operations, or other aircraft operations.

a. Identification of Affected Areas

The following is a summary of impacts to the Airport Operations Areas resulting from the proposed construction safety and work phasing requirements:

Table 3.3A Construction Effect on Airport Operations		
Project	Snow Removal Equipment Storage Building Construction	
Phase	Work Area(s) . See Section 3.2.a for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
Scope of Work	Construct 2,000 SF SRE Building, paving and utilities	
RW 4-22 Average Aircraft Operations	Carrier: 0/day	Carrier: 0/day
	GA: 40/Day	GA: 120/Day
	Military: 0/Day	Military: 0/Day
RW 8-26 Average Aircraft Operations	Carrier: 0/day	Carrier: 0/day
	GA: 70/Day	GA: 90/Day
	Military: 0/Day	Military: 0/Day
Runway 4-22 ARC	C II	C II
Runway 8-26 ARC	B II	B II
RW 4-22 Approach Visibility Minimums		
RW 8-26 Approach Visibility Minimums	VISUAL	VISUAL
Runway 4-22 Declared Distances	TORA: 5,006	TORA: 5,006
	TODA: 5,006	TODA: 5,006
	ASDA: 5,006	ASDA: 5,006
	LDA: 5,006	LDA: 5,006
Runway 8-26 Declared Distances	TORA: 3,664	TORA: 3,664
	TODA: 3,664	TODA: 3,664

Table 3.3A Construction Effect on Airport Operations		
Project	Snow Removal Equipment Storage Building Construction	
Phase	Work Area(s) . See Section 3.2.a for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
	ASDA: 3,664	ASDA: 3,349
	LDA: 3,664	LDA: 3,349
Runway 4-22 Approach Procedures	ILS: CAT I	RNAV/GPS
	LOC	N/A
	RNAV/GPS	
Runway 8-26 Approach Procedures	RNAV/GPS	RNAV/GPS
Runway 4-22 Visual NAVAIDs	4 Light PAPI (Left): 3.00 Deg.	2 Light PAPI (Left): 3.00 Deg.
	REILS	REILS
Runway 8-26 Visual NAVAIDs	2 Light PAPI (Left): 3.50 Deg.	2 Light PAPI (Left): 3.50 Deg.
	REILS	REILS
Taxiway(s) E ADG	II	II

Table 3.3A Construction Effect on Airport Operations		
Project	Snow Removal Equipment Storage Building Construction	
Phase	Work Area(s) . See Section 3.2.a for description)	
Operational Requirements	Normal (Existing)	Anticipated (During Construction)
ATCT (hours open)	N/A: Non-Towered	N/A: Non-Towered
ARFF Index	N/A	N/A
Special Conditions		

b. Mitigation of effects.

This CSPP has established specific requirements and operational procedures necessary to maintain the safety and efficiency of Airport operations during the construction of this project.

All coordination pertaining to Airport operations during construction will go through the Airport Owner's Representative and the Airport Operations Manager. Any required NOTAM's to be issued will be sent through the Airport Owner's Representative and issued by Airport Operations.

- 1. Temporary Changes to runway and/or taxiway operations:** Any affected Airport Operations Areas identified in the previous section for reduced access or identified as being closed entirely to aircraft traffic, will be barricaded by the use of low profile, lighted barricades placed as shown in the exhibits provided in Appendix 1. In addition, required NOTAM's shall be issued on the various temporary changes to aircraft access through the affected areas.
- 2. Detours for ARFF and other Airport vehicles:** The project work site shall remain open to all ARFF vehicles in emergency situations. The Contractor is required to maintain access in and around the project work area for all ARFF vehicles. Proper routing of this traffic will be effectively communicated to all supervisory personnel involved in the construction project.
- 3. Maintenance of essential utilities:** Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the Airport Owner and FAA shall locate all of their underground utilities. It is the Contractor's responsibility to have the locations of cabling and other underground utilities marked prior to beginning excavation. Any locations provided by the Airport Owner or FAA are approximate locations and the Contractor shall verify all locations prior to beginning excavations. When an underground cable or utility is damaged due to the Contractor's negligence the Contractor shall immediately repair the affected cable or utility at his/her own expense. Full coordination between Airport staff, field inspectors, and construction personnel will be exercised to ensure that all Airport power and control cables are fully protected prior to any excavation.
- 4. Temporary Changes to air traffic control procedures:** No temporary changes to air traffic control procedures will be required during this project.

3.4 PROTECTION OF NAVIGATIONAL AIDS (NAVAIDS).

Before commencing construction activity, parking vehicles, or storing construction equipment and materials near a NAVAID, coordination with the appropriate FAA ATO to evaluate the effects of construction activity and the required distances and direction from the NAVAID is required.

3.5 CONTRACTOR ACCESS.

This section of the CSPP details the areas to which the Contractor must have access, and how Contractor personnel will access those project work areas.

a. Location of stockpiled construction materials.

The Contractor shall store material and equipment and schedule his operations for work to be done so that no unauthorized interference to normal Airport operations will result there from. Construction operations shall not be conducted in a manner to cause interference with Airport Operations. Stockpiled materials and equipment storage are not permitted within the Runway Safety Area/Taxiway Safety Area (RSA/TSA), Obstacle Free Zone (OFZ) or Object Free Area (OFA) of an operational runway or taxiway. Stockpiled construction materials must be located inside the Contractor staging area as shown on the Construction Safety Drawings (Appendix 1) unless otherwise approved by the RPR.

Stockpiled material shall be constrained in a manner to prevent movement resulting from either aircraft jet blast or wind conditions in excess of ten miles per hour. In addition, stockpiled material shall have silt fence located around the material to prevent Foreign Object Debris (FOD) from moving onto the airfield pavements or polluting watercourses.

Open trenches exceeding 3 inches in depth and 5 inches in width or stockpiled material are not permitted within the limits of safety areas of operational runways or taxiways. Stockpiled material shall not be permitted within the protected areas of the runways, or allowed to penetrate into any of the protected airspace.

Spoil and Disposal Areas: The Contractor shall submit the "Spoils Deposition Release Form" for any spoils which are transported from the project site. A copy of the form can be found in Appendix 4. No direct payment will be made for spoiling and disposal operations. The cost of spoiling material on site, or of spoiling material off-site, shall be considered incidental to this Contract and the costs shall be included in the various pay items involved.

b. Vehicle and pedestrian operations. Vehicle and pedestrian access routes for Airport construction projects must be controlled to prevent inadvertent or unauthorized entry of persons, vehicles, or animals onto the Air Operations Area (AOA).

The Airport Owner will coordinate requirements for vehicle operations with the affected Airport tenants. Specific vehicle and pedestrian requirements for this project are as follows:

All construction vehicles and personnel shall be restricted to the immediate work areas specified by the contract for this project. These areas include the haul routes into the work area, the designated Contractor staging area and the apron area under construction. Use of alternate haul routes or staging areas by the Contractor shall not be permitted without prior notification and approval by the Airport Owner's Representative.

1. Construction Site Parking:

The Contractor's personal vehicle parking area shall be in the Contractor staging area, as shown on the Construction Safety Drawings (Appendix 1). Contractor personal vehicles will not be allowed inside the Airport fence AOA or secured area.

A staging area, as indicated on the Contract Drawings, will be provided where the Contractor may set up a field office and store equipment and materials. The Contractor shall make his own arrangements for, and bear all costs of required utilities. The Contractor shall use and maintain the site in accordance with requirements of the Airport Owner. Upon completion of work, the Contractor's staging area shall be removed and the area cleaned and restored to original or better condition.

2. Construction Equipment Parking:

The Contractor's equipment storage area shall be in the Contractor staging area as shown on the Construction Safety Drawings (Appendix 1). The Contractor's equipment and construction vehicles shall be restricted to the construction site or storage areas during construction and parked in the equipment storage area during non-working periods. Maximum allowable equipment height in the staging area shall be 25 feet. Maximum allowable equipment height in the work areas shall be 25 feet. Maximum allowable equipment height at the borrow area shall be 25 feet.

Contractor must service all construction vehicles within the limits of the project work area or the Contractor's Staging Area. Parked construction vehicles must be outside the OFA and never in the safety area of an active runway or taxiway. Inactive equipment must not be parked on closed taxiways or runways. If it is necessary to leave specialized equipment on a closed taxiway or runway at night, the equipment must be well lighted. Employees shall also park construction vehicles outside the OFA when not in use by construction personnel (for example, overnight, on weekends, or during other periods when construction is not active).

3. Access and Haul Roads:

The Contractor shall clear, construct and maintain haul routes as required for the prosecution of the work. The haul routes and access points shall only be in the locations approved by the RPR and the Airport Owner or as shown on the Construction Safety Drawings (Appendix 1).

Access or haul routes used by Contractor vehicles must be clearly marked to prevent inadvertent entry to areas open to Airport operations. Construction traffic must remain on the designated haul routes, never straying from the approved paths. Haul and access routes shall be clearly delineated with temporary marking and signage by the Contractor. Signage and marking placement shall be reviewed and approved by the RPR and Airport Owner prior to being put into service. The Contractor shall fully describe the appropriate access routes to all his/her employees, subcontractors and material delivery personnel.

The Contractor shall be responsible for maintaining existing haul routes. At the completion of the project, these areas shall be returned to their original lines and grades and shall be restored to a condition equal to or better than original. All non-paved areas that are disturbed by Contractor's haul roads, staging area, etc., located outside of the seeding limits shown on the plans shall be re-seeded and restored to their original or better condition by the Contractor at no additional cost to the Airport Owner.

The Contractor shall coordinate haul routes, closures and schedules with other projects which may be underway during the same time period as this contract.

The Contractor shall control and coordinate the material (supplies) that are hauled to and from work area. Delivery of equipment and materials to the area of work shall be by way of the access route shown on the Construction Safety Drawings (Appendix 1) or designated by the Airport Owner or RPR.

The Contractor shall maintain all haul routes and work areas in a dust free condition at all times. The Contractor shall control dust from the construction operations by vacuum type sweeping, watering or other methods as approved by the RPR. Contractor shall have equipment (in operating condition) on site, at all times, to control dust. If the Contractor fails to comply with this requirement, construction will be suspended until a plan for controlling the dust is approved by the RPR. Landside haul routes, boulevards and drives shall be kept clean by use of a vacuum sweeper on a daily basis as required. Application of water on dirt or gravel haul routes must be provided as often as necessary. Haul roads in any Airport traffic areas must be especially monitored for dust and debris to prevent any potential Foreign Object Debris (FOD) situations.

The existing perimeter road shall remain open and accessible for Airport personnel at all times. Special attention must be given to ensure that if construction traffic is to share or cross any Airport Rescue and Fire Fighting (ARFF) routes that ARFF right of way is not impeded at any time, and that construction traffic on haul roads do not interfere with NAVAIDs or approach surfaces of operational runways.

Portions of the project area(s) shall be bounded by the low profile barricades identifying Contractor personnel and vehicle area operation limits. The locations of any barricaded project limits, haul routes, Contractor Staging Areas, and associated safety and security details are also provided graphically in the attached exhibits.

4. Marking and Lighting of Vehicles:

When any vehicle or piece of equipment, other than one that has prior approval from the Airport Owner, must operate on an Airport, it shall be escorted and properly identified.

The Contractor shall limit access within the Airport security fence to authorized vehicles. All authorized vehicles shall have a vehicle dashboard placard permit issued by the Airport Owner or an identification sign on both sides of the vehicle containing the Contractor's company name. Private vehicles of the Contractor's personnel must be parked outside the Airport security fence and will not be allowed within the Airport security fence at any time.

All vehicles operating on the Airport and in the general vicinity of the safety area or in aircraft movement areas must be marked with flashing yellow/amber beacons. During hours of darkness or low visibility they shall be marked with at least flashing yellow/amber beacons.

Beacons and flags must be maintained to standards and in good working and operational condition. Beacons must be located on the uppermost part of the vehicle structure, visible from any direction, and flash 75 +/- 15 flashes per minute. Flags shall be 3' by 3' with alternating 1' by 1' international orange and white squares, and shall be replaced by the Contractor if they become faded, discolored, or ragged as determined by Airport Operations or the Airport Owner's Representative.

5. Description of Proper Vehicle Operations:

The Contractor shall be required to follow guidance on the additional identification and control of construction equipment per the Airport's Security Plan. No Contractor's vehicle or pedestrian crossing of active runways or taxiways will be allowed at any time during the work of this Contract, unless otherwise specified. No deviation from the pedestrian and vehicle routes to and from the Project Areas will be allowed unless specific permission has been granted by the Airport Owner.

The ground movement of aircraft shall have the right-of-way at all times, and the Contractor's vehicles and equipment shall yield to aircraft at all times.

6. Required Escorts:

Anyone not in possession of a current Airport badge shall be escorted by an appropriately badged person. At no time will vehicles or personnel enter portions of the secure AOA outside the contract area unless permitted and accompanied by an Airport approved escort.

All construction-related activity taking place within any Airport defined movement area requires the presence of an authorized Airport escort having radio communication with the FAA control tower or UNICOM unless prior approval is obtained from Airport Operations. Spotters and/or flaggers having radio or telephone contact with the Airport may be used with the approval of the on shift Airport Operations Manager.

At no time shall active taxiways or taxilanes be crossed by construction equipment without notification and proper approval/clearance from radio-trained gate guards or Airport Operations.

7. Training Requirements for Vehicle Drivers:

Any employees of the Contractor who would request to be given permission by Airport Operations to drive on the AOA shall complete driver training per the Airport's requirements. These employees then must have an airfield driving experience with Airport Operations and if Airport Operations is satisfied of the employee's competency, that employee may be granted permission from Airport Operations to drive on the AOA. Passing the AOA driver training, without completing the additional requirements of this section, does not give the Contractor's employees the ability to drive on the AOA.

8. Situational Awareness:

Aircraft traffic will continue to use existing runways, aprons, and taxiways of the Airport during the time that work under a contract is being performed. The Contractor shall at all times conduct the work as to create no hindrance, hazard, or obstacle to aircraft using the Airport.

Vehicle drivers must confirm by personnel observation that no aircraft is approaching their position (either in the air or on the ground) when given clearance to cross a runway, taxiway, or any other area open to Airport operations. In addition, it is the responsibility of the escort vehicle driver to verify the movement/position of all escorted vehicles at any given time.

9. Two-way Radio Communication Procedures:

The Contractor shall comply with proper radio usage, including read back requirements and proper phraseology including the International Phonetic Alphabet. See the FAA safety placard "Ground Vehicle Guide to Airport Signs and Markings." This safety placard may be downloaded through the Runway Safety Program Web site at http://www.faa.gov/airports/runway_safety/publications/ (See "Signs & Markings Vehicle Dashboard Sticker".) or obtained from the FAA Airports Regional Office.

10. Maintenance of the Secured Area of the Airport.

Airport Owner and contractors must also maintain a high level of security during construction when access points are created in the security fencing to permit construction vehicle access. Temporary gates shall be equipped and/or manned by construction personnel to prevent unauthorized access by vehicles, animals or people. Procedures conforming to Airport security protocols should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle. Access shall be made available at all times to all Airport emergency vehicles traveling to operations areas within the proximity of the construction work zone.

c. Security.

The Contractor shall be responsible for maintaining security at all access gates used during the project and will be held liable by the Airport Owner for any breach of security. No gate shall be left open. The Contractor shall be responsible for ensuring that no unauthorized persons or vehicles enter the secure area. Airport Owner and contractors must take care to maintain security during construction when access points are created in the security fencing to permit the passage of construction vehicles or personnel. Procedures should be in place to ensure that only authorized persons and vehicles have access to the AOA and to prohibit "piggybacking" behind another person or vehicle.

The Contractor shall be required to maintain security and comply with the General Aviation Airport Security Plan and the Transportation Security Administration Security Rules and Regulations throughout the duration of the project. The Contractor and the Surety shall indemnify and save harmless the Airport Owner, RPR, all third parties and political subdivisions from any and all breaches of security and shall indemnify the Airport Owner for any fines, expenses and damages which it may be obliged to pay by reason of any breach of security resulting from the Contractor's actions at any time during the prosecution of the work. Such breaches of security are subject to fines by the Transportation Security Administration of up to ten thousand dollars (\$10,000) per incident.

3.6 WILDLIFE MANAGEMENT.

Construction contractors must carefully control and continuously remove waste or loose materials that might attract wildlife. Contractor personnel must be aware of and avoid construction activities that can create wildlife hazards on airports.

- a. Trash.** Food scraps from construction personnel activity must be collected and disposed of at a proper facility.
- b. Standing water.** Water shall not be allowed to collect and pool for more than any single 24-hour period. Temporary grading may be required to promote drainage during daily operations as well as between work phases.
- c. Tall grass and seeds.** The use of millet seed in turfing and seeding operations shall not be permitted.
- d. Poorly maintained fencing and gates.** The Contractor shall maintain a constant secure perimeter to the airfield, including continuous security perimeter fencing and gates (if applicable).

- e. Disruption of existing wildlife habitat.** Not applicable to this project.

Contractor shall take immediate remedial action to remove wildlife attractants should any occurrence be noted. Contractor shall immediately report to the RPR and Airport Owner should any wildlife congregation be noted, and in particular if mammals enter the Airport through the construction gate.

3.7 FOREIGN OBJECT DEBRIS (FOD) MANAGEMENT.

Special care and measures shall be taken to prevent Foreign Object Debris (FOD) damage when working in an Airport environment. Waste and loose materials, commonly referred to as FOD, are capable of causing damage to aircraft landing gears, propellers, and jet engines. The Contractor shall be responsible for implementing an approved FOD Management Plan prior to the start of construction activities. The FOD Management Plan will have procedures for prevention, regular cleanup, and containment of construction material and debris. The Contractor will ensure all vehicles related to the construction project using paved surfaces in the AOA shall be free of any debris that could create a FOD hazard. Special attention will be given to the cleaning of cracks and pavement joints. All taxiways, aprons, and runways must remain clean. Waste containers with attached lids shall be required on construction sites.

Special attention should be given to securing lightweight construction material (concrete insulating blankets, tarps, insulation, etc.). Specific securing procedures and/or chain-link enclosures may be required.

Contractors will provide their own equipment for vehicle and equipment washing and clean up.

Immediate access to a power sweeper is required when construction occurs on any pavement area inside the AOA, unless an appropriate alternative has been approved by the Airport Owner's Representative and Airport Operations Manager.

3.8 HAZARDOUS MATERIALS (HAZMAT) MANAGEMENT.

Contractors operating construction vehicles and equipment on the Airport must be prepared to expeditiously contain and clean-up spills resulting from fuel, hydraulic fluid, or other chemical fluid leaks. Transport and handling of other hazardous materials on an airport also requires special procedures. To that end, the Contractor is required to develop a spill prevention plan and response procedures for vehicle operations prior to the start of construction activities. This includes maintenance of appropriate MSDS data and appropriate prevention and response equipment on-site.

Fueling Procedures and Spill Recovery Procedures shall be in accordance with Fire Code, latest edition, and the National Fire Protection Association standard procedures for spill response, latest edition. If fueling is to take place in the staging area, it must be away from catch basins. Contractor must have spill containment kits on site.

In the event of a fuel spill or the spill of other hazardous materials, the Contractor shall immediately notify the Airport Owner and the RPR, the New York State Department of Environmental Conservation, the Environmental Protection Agency, the Airport Owner and the RPR.

Contractor shall abide by the specific requirements contained in the Technical Specifications of this contract.

3.9 NOTIFICATION OF CONSTRUCTION ACTIVITY.

The following is information and procedures for immediate notification of Airport users and the FAA of any conditions adversely affecting the operational safety of the Airport.

- a. Maintenance of a list of Responsible Representatives/ Point of contact.** A list of responsible representatives and points of contact shall be created by the RPR, the Airport Owner and the Contractor prior to the start of construction. This list shall be compiled as part of the project pre-construction meeting agenda.

Procedures will be established to contact all parties, including after regular work hours. Updates will be made to the list throughout the project duration by the RPR. Contractor points of contact shall be incorporated into the contractor's SPCD.

- b. Notices to Airman (NOTAM).** Only the Airport Owner may initiate or cancel NOTAMs on Airport conditions and is the only entity that can close or open a runway or taxiway. The Airport Owner must coordinate the issuance, maintenance, and cancellation of NOTAMs about Airport conditions resulting from construction activities with tenants and the local air traffic facility (control tower, approach control, or air traffic control center), and must provide information on closed or hazardous conditions on Airport movement areas to the FAA Flight Service Station (FSS) so it can issue a NOTAM. The Airport Owner must file and maintain a list of authorized representatives with the FSS. Only the FAA may issue or cancel NOTAMs on shutdown or irregular operation of FAA owned facilities. Any person having reason to believe that a NOTAM is missing, incomplete, or inaccurate must notify the Airport Owner. See Section 3.14 regarding issuing NOTAMs for partially closed runways versus runways with displaced thresholds.

Any NOTAMs for planned airfield closures for this project must be coordinated through the Airport Manager and the Airport's duly appointed construction management representative. Reference Section 3.2 for planned closures for this project, which require issuance of a NOTAM.

- c. Emergency Notification Procedures.** In the event of an aircraft emergency, severe weather conditions, or any issue as determined by the Airport that may affect aircraft operations, the Contractor's personnel and/or equipment may be required to immediately vacate the area(s) affected. Points of contact for the various parties involved with the project shall be identified and shared at the pre-construction meeting among the various parties. Emergency points of contact shall be incorporated into the contractor's SPCD.
- d. Accidents.** The Contractor shall provide at the site such equipment and medical facilities as are necessary to supply first aid service to anyone who may be injured in connection with the work. The Contractor must promptly report in writing to the RPR all accidents whatsoever arising out of, or in connection with, the performance for the work, whether on or adjacent to the site which caused death, personal injury or property damages, giving full details and statements of witnesses. In addition, if death or serious injuries or serious damages are caused, the accident shall be reported immediately by telephone or messenger to both the RPR and the Airport Owner.

If any claim is made by anyone against the Contractor or any Subcontractor on account of any accident, the Contractor shall promptly report the facts in writing to the RPR giving full details of the claims.

- e. Coordination with Emergency Services.** The Contractor shall coordinate, through the duly appointed Airport representative, with fire, police and other first-responders, mutual aid providers and other emergency services if construction requires the following:
- The deactivation and subsequent reactivation of water lines or fire hydrants, or
 - The re-routing, blocking and restoration of emergency access routes, or
 - The use of hazardous materials on the airfield.

Procedures and methods for addressing any planned or emergency response actions on the airfield concerning this project shall be established and implemented prior to the start of construction.

- f. Notification to the FAA.**

- 1. Part 77.** Any person proposing construction or alteration of objects that affect navigable airspace, as defined in Part 77, must notify the FAA. This includes construction equipment and proposed parking areas for this equipment (i.e. cranes, graders, other equipment) on airports. FAA Form 7460-1, Notice of Proposed Construction or Alteration, is used for this purpose and submitted to the appropriated FAA Airports Regional or District Office. A 7460-1 form for this project has been prepared by the Engineer and submitted to the FAA for using equipment with a maximum height of 100 feet. A new 7460-1 form must be submitted to the FAA for review and comment for any equipment that the Contractor will use which is taller than the equipment used in the above 7460-1 submission. The Airport Owner will be

responsible for submitting the new 7460-1 form to the FAA. To that end, the Contractor shall identify the equipment in his SPCD ,including the maximum height it will extended to during construction, the area(s) in which the equipment will be used, and the duration the equipment will be used.

2. Part 157.

3. NAVAIDS. For emergency (short-notice) notification about impacts to both Airport Owner and FAA owned NAVAIDS, contact: 866-432-2622.

- i. Airport owned/FAA maintained.** If construction operations require a shutdown of more than 24 hours, or more than 4 hours daily on consecutive days, of a NAVAID owned by the Airport but maintained by the FAA, provide a 45-day minimum notice to FAA ATO/Technical Operations prior to facility shutdown.
- ii. FAA owned.** The Airport Owner must notify the appropriate FAA ATO Service Area Planning and Requirements (P&R) Group a minimum of 45 days prior to implementing an event that causes impacts to NAVAIDS. (Impacts to FAA equipment covered by a Reimbursable Agreement (RA) do not have to be reported by the Airport Owner). Coordinate work for an FAA owned NAVAID shutdown with the local FAA ATO/Technical Operations office, through the RPR, including any necessary reimbursable agreements and flight checks. Detail procedures that address unanticipated utility outages and cable cuts that could impact FAA NAVAIDS. In addition, provide seven days' notice to schedule the actual shutdown.

3.10 INSPECTION REQUIREMENTS.

- a. Daily (or more frequent) inspections.** Inspections shall be conducted by the Contractor at least daily, but more frequently if necessary, to ensure conformance with the CSPP. A sample checklist is provided in Appendix 2 of this document. In addition to Contractor's required inspections, Airport operations will inspect the construction site three (3) times a day to ensure compliance with the CSPP and the SPCD. The Airport Owner's Representative will have full-time inspectors monitoring activity throughout construction. Promptly take all actions necessary to prevent or remedy any unsafe or potentially unsafe conditions as soon as they are discovered.
- b. Final inspections.** A final inspection with the Airport Owner's Representative, Airport and Contractor will take place prior to allowing Airport operations.

3.11 UNDERGROUND UTILITIES.

Special attention shall be given to preventing unscheduled interruption of utility services and facilities. Where required due to construction purposes, the FAA shall locate all of their underground cables. The Contractor shall locate and/or arrange for the location of all the underground cables. When an underground cable is damaged due to the Contractor's negligence the Contractor shall immediately repair the cable affected at his/her own expense. Full coordination between Airport staff, field inspectors, and construction personnel will be exercised to ensure that all Airport power and control cables are fully protected prior to any excavation. Locations of cabling will be marked prior to beginning excavation.

Prior to opening an excavation, effort shall be made to determine whether underground installation: i.e., sewer, water, fuel, electric lines, etc., will be encountered, and if so, where such underground installations are located. When the excavation approaches the approximate locations of such an installation, the exact locations shall be determined by careful hand probing or hand digging, and/or use of a vacuum truck, and when it is uncovered, adequate protection shall be provided for the existing installation. All known owners of underground facilities in the area concerned shall be advised of proposed work at least 48 hours prior to the start of actual excavation.

The information concerning underground utilities was compiled from information and sketches furnished by or obtained from utility companies and the Airport. The Airport Owner and the RPR do not guarantee their accuracy. The Contractor is advised to determine the exact locations from the available sources of information or provide his own means of detection. The only case in which the RPR will consider redesign or relocation of a proposed facility in the project is when an existing utility is located within the construction limits. In this case, the RPR will work with the Airport Owner to determine the appropriate action to resolve the conflict. If such relocation is impossible, the RPR will consider re-design or relocation of the proposed facilities. In both cases, Contractor shall be responsible for all underground utilities and shall not be separately compensated for delays or extra cost.

Note that services do not include locating FAA and Airport Owner facilities.

3.12 PENALTIES.

Failure on the part of the Contractor to adhere to prescribed requirements may have consequences that jeopardize the health, safety or lives of customers and employees at the Airport. The Airport may issue warnings on the first offense based upon the circumstances of the incident. Individuals involved in non-compliance violations may be prohibited from working at the Airport, pending an investigation of the matter.

Penalties for violations related to Airport safety and security procedures will be established by the Airport.

Note: project shutdown or misdemeanor citations may be issued on a first offense. When construction operations are suspended, activity shall not resume until all deficiencies are rectified.

3.13 SPECIAL CONDITIONS.

In the event of an aircraft or other emergency, the Contractor's personnel and/or equipment may be required to immediately vacate the area. The Contractor will receive notification from Airport operations when special conditions require the construction site to be vacated. In any event, extreme care should be exercised should construction personnel identify any ARFF (Aircraft Rescue and Fire-Fighting) or other emergency or rescue vehicle moving toward the Runway or the work area with emergency lights displayed. This will generally mean that an emergency situation is imminent.

Special conditions that could require suspension of the construction work include the following: aircraft in distress, aircraft accident, security breach, VIP operation, vehicle/pedestrian deviation, severe weather, or failing to abide by this Construction Safety and Phasing Plan and/or the Safety Plan Compliance Document.

3.14 RUNWAY AND TAXIWAY VISUAL AIDS.

This topic includes marking, lighting, signs, and visual NAVAIDs. Those areas where aircraft will be operating shall be clearly and visibly separated from construction areas, including closed runways. Throughout the duration of the construction project, the Contractor shall inspect and verify that these areas remain clearly marked and visible at all times and that marking, lighting, signs and visual NAVAIDs remain in place and operational.

- a. General.** Airport markings, lighting, signs, and visual NAVAIDs must be clearly visible to pilots, not misleading, confusing, or deceptive. All must be secured in place to prevent movement by prop wash, jet blast, wing vortices, or other wind currents and constructed of materials that would minimize damage to an aircraft in the event of inadvertent contact.
- b. Markings.** Markings must be in compliance with the standards of AC 150/5340-1, Standards for Airport Markings, current edition, and the drawings and technical specifications of this project.

- c. **Lighting and visual NAVAIDs.** All taxiway edge lights in those sections of taxiways closed to aircraft traffic will be either de-energized or blacked out by use of an appropriately cut length of PVC pipe.
- d. **Signs.** Signs must be in conformance with AC 150/5345-44, Specification for Runway and Taxiway Signs and AC 150/5340-18, Standard for Airport Sign Systems, current edition. Airfield signage will be installed and/or replaced along impacted taxiways and taxilanes.
- e. **Testing of Airport Lighting Circuits.** See technical specification for testing requirements. The Contractor shall furnish all necessary equipment and appliances for testing the Airport electrical systems and underground cable circuits before and after installation. The Contractor shall perform all tests in the presence of the RPR. The Contractor shall demonstrate the electrical characteristics to the satisfaction of the RPR. All costs for testing are incidental to the respective item being tested. For phased projects, the tests must be completed by phase. The Contractor shall provide such temporary lights and cables as required to maintain use of existing airfield lighting circuits. Temporary above ground lighting cables, if approved, shall be installed in conduit, and delineated with stakes and flagging. The test equipment for insulation resistance shall be an insulation resistance tester (1,000V megger) with a digital readout. The instrument shall provide a 500 volt test for insulation resistance with a meter range of 0 to 500 megohms.

Earth resistance testing methods shall be submitted to the RPR for approval. Earth resistance testing results shall be recorded on an approved form and testing shall be performed in the presence of the RPR. All such testing shall be at the sole expense of the Contractor.

Should the counterpoise or ground grid conductors be damaged or suspected of being damaged by construction activities the Contractor shall test the conductors for continuity with a low resistance ohmmeter. The conductors shall be isolated such that no parallel path exists and tested for continuity. The RPR shall approve of the test method selected. All such testing shall be at the sole expense of the Contractor.

Test Requirements Prior to Construction.

- i. Test all circuits within the work area for continuity and insulation resistance to ground, at the electrical building, in the presence of the RPR.
- ii. Provide a copy of the test results to the RPR.
- iii. Check that all circuits are properly connected in accordance with applicable wiring diagrams.

Test Requirements During Construction. Circuit testing during construction shall be as directed and witnessed by the RPR when the Contractor is working on existing circuitry or excavating adjacent to or near existing circuitry. Circuit testing during construction will not be required during the times when the Contractor's operations do not effect existing airfield lighting circuitry. It is the intent of this section to ensure that airfield lighting circuitry remains operational throughout the duration of the Contract.

- i. Test all circuits within the work area for continuity and insulation resistance to ground at the electrical building, prior to energizing any circuit.
- ii. Insure that all circuits within the work area are operational, prior to the Contractor leaving the project at the end of the work day. Specific times for circuit checks will be determined by the RPR relative to the Contractor's work hours each day.
- iii. Segment test new non-grounded series circuits during installation. Length of cable segment tested shall not have more than five (5) splices, light units and/or electrical equipment between the ends being tested. Insulation resistance to ground shall be not less than 500 megohms.
- iv. Insure that the insulation resistance to ground of each segment of new non-grounded conductors of multiple conductor circuits is not less than 500 megohms.

- v. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes or equipment. The fall-of-potential ground impedance test shall be utilized, as described by ANSI/IEEE Standard 81, to verify this requirement. Ground rods testing higher than 25 ohms shall have a minimum extension of two feet of ground rod added, driven to the proper elevation and re-tested. Extensions shall be attached by exothermic methods and re-testing performed until the tests show 25 ohms resistance or less. Tests shall not be performed within 72 hours after a rain storm has ended or when standing water is present around the ground rod.
- vi. Insure that all circuits are properly connected in accordance with applicable wiring diagrams.
- vii. The Contractor shall test all circuits within the work area for continuity after backfilling cable trenches. The reading shall be logged and provided to the RPR prior to payment of cable items.
- viii. Provide a copy of all test results to the RPR on a daily basis.

After installation, the Contractor shall test and demonstrate to the satisfaction of the RPR the following:

- i. That all affected lighting power and control circuits (existing and new) are continuous and free from short circuits.
- ii. That all affected circuits (existing and new) are free from unspecified grounds.
- iii. That the insulation resistance to ground of all new non-grounded high voltage series circuits or cable segments is not less than 50 megohms. Verify continuity of all series airfield lighting circuits prior to energization. The Contractor shall be responsible for maintaining an insulation resistance of 50 megohms minimum, with isolation transformers connected, in new circuits and new segments of existing circuits through the end of the contract warranty period.
- iv. That the insulation resistance to ground of all new non-grounded conductors of new multiple circuits or circuit segments is not less than 100 megohms.
- v. That all affected circuits (existing and new) are properly connected per applicable wiring diagrams.
- vi. That all affected circuits (existing and new) are operable. Tests shall be conducted that include operating each control not less than 10 times and the continuous operation of each lighting and power circuit for not less than 1/2 hour.
- vii. That all original lighting power and control circuits are continuous and insulation resistance to ground is not lower than before construction.
- viii. That the impedance to ground of each ground rod does not exceed 25 ohms prior to establishing connections to other ground electrodes. The fall-of-potential ground impedance test shall be used, as described by American National Standards Institute/Institute of Electrical and Electronic Engineers (ANSI/IEEE) Standard 81, to verify this requirement. As an alternate, clamp-on style ground impedance test meters may be used to satisfy the impedance testing requirement. Test equipment and its calibration sheets shall be submitted for review and approval by the RPR prior to performing the testing.

Two copies of tabulated results of all cable tests performed shall be supplied by the Contractor to the RPR. Where connecting new cable to existing cable, insulation resistance tests shall be performed on the new cable prior to connection to the existing circuit.

There are no approved "repair" procedures for items that have failed testing other than complete replacement.

3.15 MARKING AND SIGNS FOR ACCESS ROUTES.

Location of haul routes on the Airport site shall be as specified in the project drawing set and as provided graphically in the attached exhibits, reference Appendix 1. It shall be the Contractor's responsibility to coordinate off-site haul routes with the appropriate owner who has jurisdiction over the affected route. The haul routes, to the extent possible, shall be marked and signed in accordance with FAA airfield signage requirements, the Federal Highway Administration Manual on Uniform Traffic Control Devices (MUTCD) and/or state highway specifications, as applicable.

3.16 HAZARD MARKING AND LIGHTING.

- a. **Purpose.** Hazard marking and lighting prevents pilots from entering areas closed to aircraft, and prevents construction personnel from entering areas open to aircraft. To that end, comprehensible warning indicators for any area affected by construction that is normally accessible to aircraft, personnel, or vehicles shall be installed and maintained by the Contractor for the duration of construction operations.
- b. **Equipment.** Low Profile Barricades of the type detailed in the project drawings with red omnidirectional flashing lights shall be placed outside the safety area of intersecting taxiways at the edge of the closed airfield surfaces and the project work limits. Layout locations for this equipment are as shown on the Construction Safety Drawings and attached exhibits, reference Appendix 1.

Plastic Drum Type Barricades of the type detailed in the project drawings with omnidirectional flashing lights shall be placed. Layout locations for this equipment are as shown on the Construction Safety Drawings and attached exhibits, reference Appendix 1.

The Contractor shall have a person on call 24 hours a day for emergency maintenance of Airport hazard lighting and barricades. The Contractor must file the contact person's information with the Airport Owner. Lighting should be checked for proper operation at least once per day, preferably at dusk.

3.17 PROTECTION OF AIRFIELD AREAS.

Safety area encroachments, improper ground vehicle operations and unmarked or uncovered holes and trenches in the vicinity of aircraft operation surfaces and construction areas are the three most recurring threats to safety during construction. Protection of runway and taxiway safety areas, object free areas, obstacle free zones, and approach/departure surfaces shall be a standing requirement for the duration of construction operations.

- a. **Runway Safety Area (RSA).** Section Not Used. No part of this project impacts either runway, safety areas or object free areas.
- c. **Taxiway Safety Area (TSA).** The taxiway safety area is a defined surface alongside the taxiway prepared or suitable for reducing the risk of damage to an airplane unintentionally departing the taxiway. No construction may occur within the TSA while the taxiway is open for aircraft operations.

Taxiway	Aircraft Design Group	TSA Distance from Centerline	TSA Width
E	II	39.5 ft.	79 ft.

Open trenches or excavations are not permitted within the TSA while the taxiway is open. The Contractor must backfill trenches before the taxiway is opened. Coverings are not allowed in taxiway safety areas.

The Airport Owner must coordinate any adjustment of TSA dimensions, to meet the above requirement, with the appropriate FAA Airports Regional or District Office and the local FAA air traffic manager and issue a NOTAM.

After the Taxiway has been closed, Contractors must prominently mark open trenches and excavations at the construction site with red or orange flags, as approved by the Airport Owner, and light them with red lights during hours of restricted visibility or darkness.

Soil erosion must be controlled to maintain TSA standards, that is, the TSA must be cleared and graded and have no potentially hazardous ruts, humps, depressions, or other surface variations, and capable, under dry conditions, of supporting snow removal equipment, aircraft rescue and firefighting equipment, and the occasional passage of aircraft without causing structural damage to the aircraft.

- d. Taxiway Object Free Area (TOFA).** Unlike the Runway Object Free Area, aircraft wings regularly penetrate the taxiway/taxilane object free area during normal operations. Thus the restrictions are more stringent. No construction equipment may be parked within the TOFA while the taxiway/taxilane is open for aircraft operations.

Construction activity may be accomplished without adjusting the width of the taxiway object free area, subject to the following restrictions:

1. Appropriate NOTAMs are issued.
2. Marking and lighting meeting the provisions above are implemented.
3. Five-foot clearance is maintained between equipment and materials and any part of an aircraft (includes wingtip overhang). In these situations, flaggers must be used to direct construction equipment, and wing walkers will be necessary to guide aircraft. Wing walkers should be airline/aviation personnel rather than construction workers. If such clearance can only be maintained if an aircraft does not have full use of the entire taxiway width (with its main landing gear at the edge of the pavement), then it will be necessary to move personnel and equipment for the passage of that aircraft.

Taxiway	Aircraft Design Group	TOFA Distance from Centerline	TOFA Width
E	II	65.25 ft.	130.5 ft.

- e. Obstacle Free Zone (OFZ).** Construction personnel, material, and/or equipment may not penetrate the OFZ while the runway is open for aircraft operations. The OFZ is a defined volume of airspace centered about and above the runway centerline.
- f. Runway approach/departure surfaces.** All personnel, materials, and/or equipment must remain clear of the applicable threshold siting surfaces. Objects that do not penetrate these surfaces may still be obstructions to air navigation and may affect standard instrument approach procedures. Coordinate with the FAA through the appropriate FAA Airports Regional or District Office.

Construction activity in a runway approach/departure area may result in the need to partially close a runway or displace the existing runway threshold. Partial runway closure, displacement of the runway threshold, as well as closure of the complete runway and other portions of the movement area also require coordination through the Airport Owner with the appropriate FAA air traffic manager (FSS if non-towered) and ATO/Technical Operations (for affected NAVAIDS) and Airport users.

Runway End	Aircraft Approach Category	Airplane Design Group	Minimum Safety Area Behind Threshold	Minimum Unobstructed Approach Slope
4	B	III	1,000'	34:1 to 200 feet behind threshold
22	B	III	1,000'	34:1 to 200 feet behind threshold

3.18 OTHER LIMITATIONS ON CONSTRUCTION.

a. Prohibitions. The following prohibitions are in effect for the duration of this project:

1. No use of tall equipment (cranes, concrete pumps, and so on) unless a 7460-1 determination letter is issued for such equipment.
2. No use of open flame welding or torches unless fire safety precautions are provided and the Airport Owner has approved their use.
3. No use of electrical blasting caps or explosives of any kind on or within 1,000 ft (300 m) of the Airport property.
4. No use of flare pots within the AOA.

a. Restrictions.

1. Construction suspension required during specific Airport operations – Not Applicable
2. Areas that cannot be worked on simultaneously – Not Applicable
3. Day or night construction restrictions – Not Applicable

Equipment for nighttime lighting of construction areas shall be sufficient to adequately illuminate the work area in order to ensure quality construction. The lights shall be positioned to provide the most natural color illumination and contrast with a minimum of shadows. Lighting pavements from both sides is considered preferable as lighting from only one side can result in objectionable shadows. Light towers shall be positioned and adjusted to aim away from ATCT cabs, active runways, and active taxiways to prevent blinding effects. The Contractor shall prepare a plan showing the locations, heights and aiming points of light towers for review by the Airport Owner, RPR and ATCT personnel. The final location and aiming of light towers shall be determined by trial, therefore, the Contractor must be aware that several attempts at locations and aiming angles may be necessary before the light towers can be operational. Light towers shall be removed from the construction site prior to opening the pavement to aircraft operations.

It is recommended that all equipment, except haul trucks, be equipped with artificial illumination to safely illuminate the area immediately surrounding their location.

Unless provided for elsewhere, the cost of nighttime lighting of construction areas shall be considered a subsidiary and incidental part of construction and as such, the Contractor shall include all costs associated with nighttime lighting of construction areas in the various pay items of work involved.

Where work on this Contract is not scheduled for night work and the Contractor requests and receives permission to work at night, there will be no additional compensation allowed for the extra costs associated with night work.

4. Seasonal Construction Restrictions – Not Applicable

APPENDIX 1

LOCATION MAP

(Sheet G-001 of the Contract Drawings)

GENERAL PLAN

(Sheet GC-101 of the Contract Drawings)

CONSTRUCTION SAFETY DRAWINGS

(Sheets GC-102 of the Contract Drawings)

CONSTRUCTION SAFETY NOTES AND DETAILS

(Sheet GC-501 of the Contract Drawings)



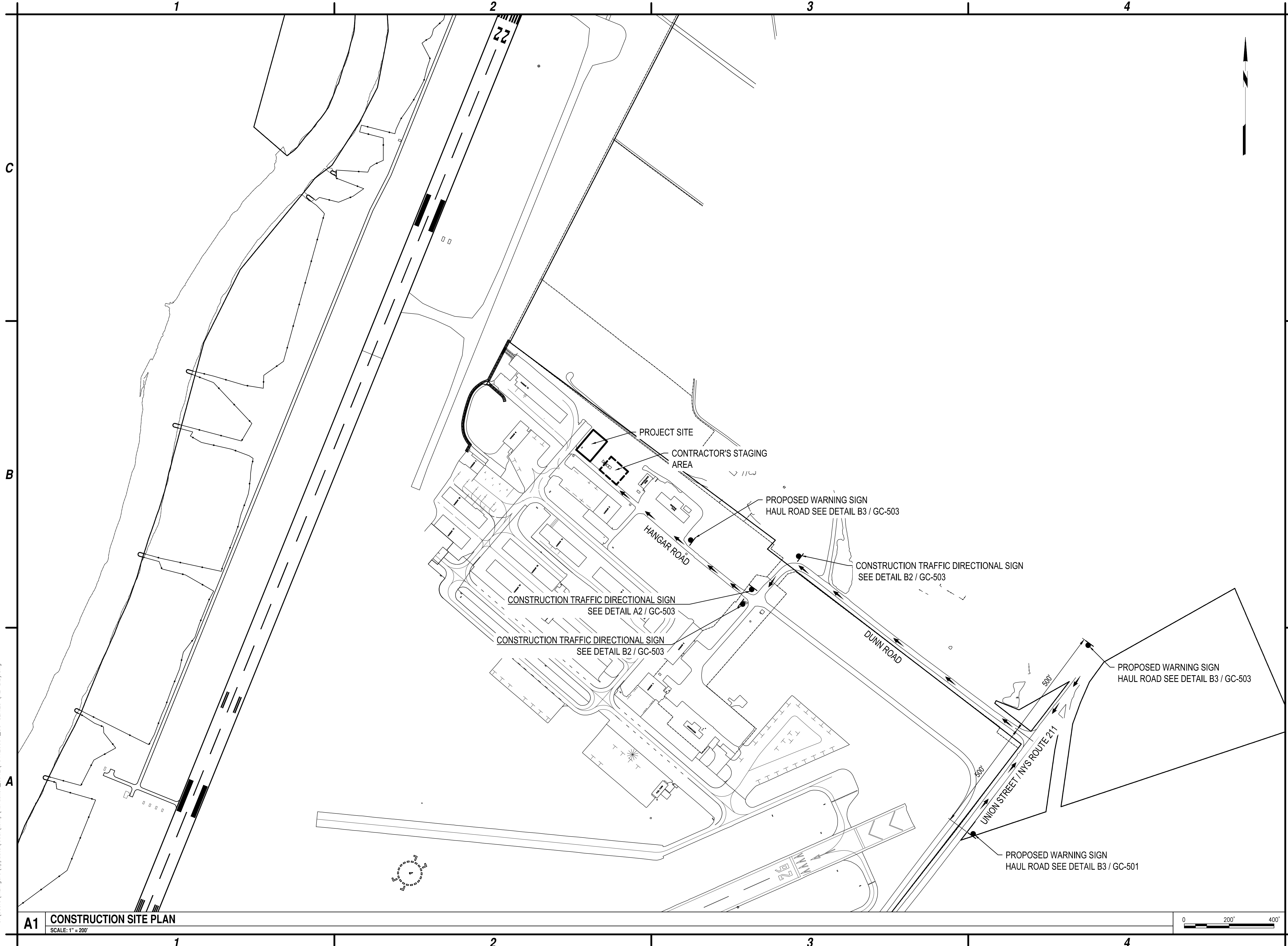
**SRE BUILDING
ORANGE COUNTY AIRPORT
500 DUNN ROAD
MONTGOMERY, NY 12549**

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO:	104.120.001	
DATE:	FEBRUARY 2021	
DRAWN BY:	S.K. DAVIS	
DESIGNED BY:	S.K. DAVIS	
CHECKED BY:	J.B. DOLAN	

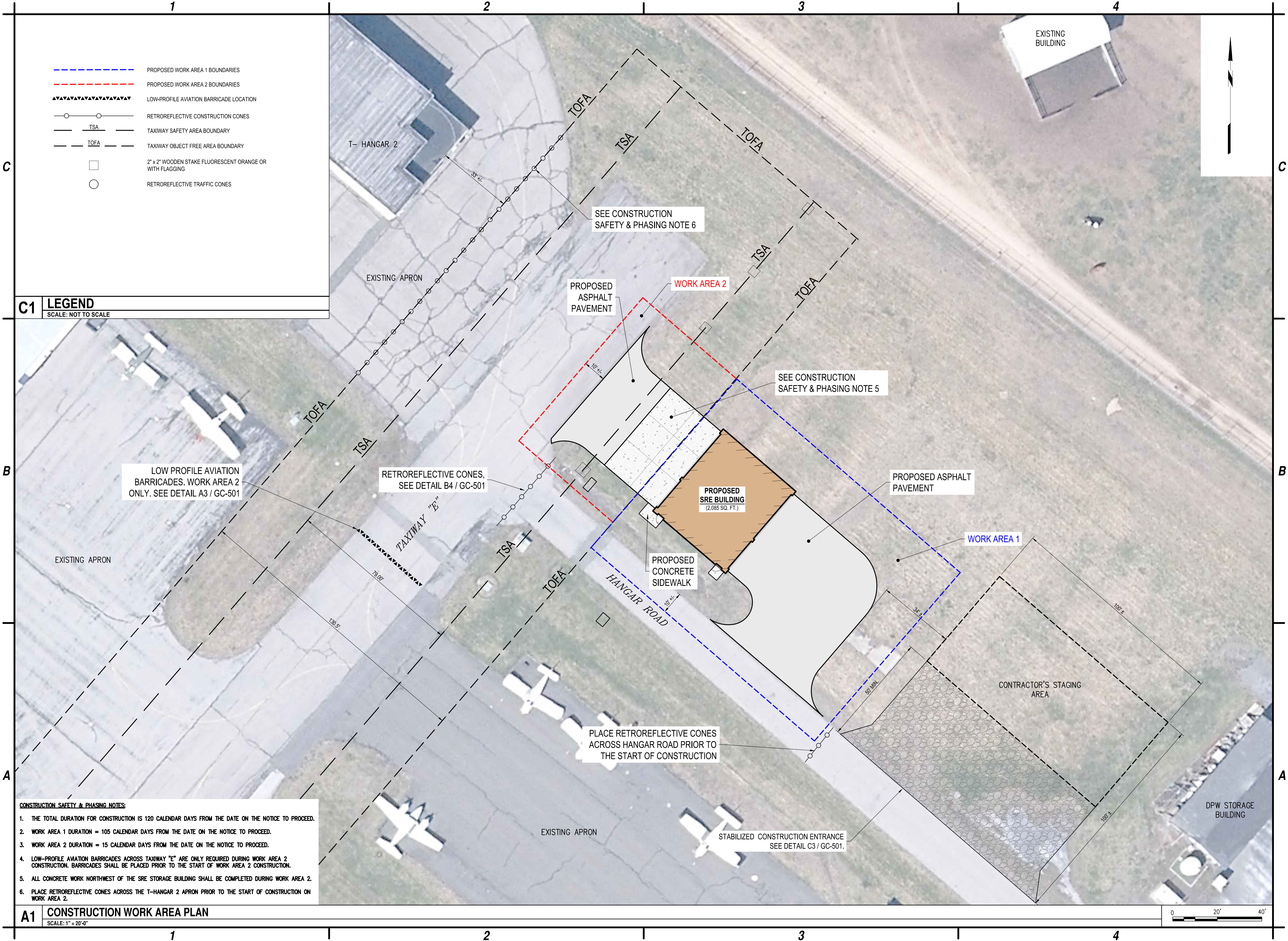
NO ALTERATION PERMITTED HEREON
EXCEPT AS PROVIDED UNDER SECTION
7209 SUBDIVISION 2 OF THE NEW YORK
EDUCATION LAW

GENERAL PLAN AND CONTRACTOR'S HAUL ROUTE

GC-101



Jun 12, 2021 1:56pm
C:\Users\vmingara\AppData\Local\Temp\Veripublish_8912\04120001_GC-SERIES (RE-BID).dwg



C1 **LEGEND**
SCALE: NOT TO SCALE

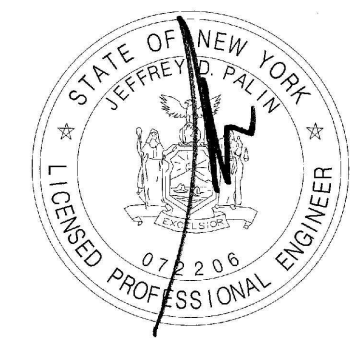
- PROPOSED WORK AREA 1 BOUNDARIES
- PROPOSED WORK AREA 2 BOUNDARIES
- LOW-PROFILE AVIATION BARRICADE LOCATION
- RETROREFLECTIVE CONSTRUCTION CONES
- TSA
- TSA
- TOFA
- 2" x 2" WOODEN STAKE FLUORESCENT ORANGE OR WITH FLAGGING
- RETROREFLECTIVE TRAFFIC CONES

- CONSTRUCTION SAFETY & PHASING NOTES:**
1. THE TOTAL DURATION FOR CONSTRUCTION IS 120 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED.
 2. WORK AREA 1 DURATION = 105 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED.
 3. WORK AREA 2 DURATION = 15 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED.
 4. LOW-PROFILE AVIATION BARRICADES ACROSS TAXIWAY "E" ARE ONLY REQUIRED DURING WORK AREA 2 CONSTRUCTION. BARRICADES SHALL BE PLACED PRIOR TO THE START OF WORK AREA 2 CONSTRUCTION.
 5. ALL CONCRETE WORK NORTHWEST OF THE SRE STORAGE BUILDING SHALL BE COMPLETED DURING WORK AREA 2.
 6. PLACE RETROREFLECTIVE CONES ACROSS THE T-HANGAR 2 APRON PRIOR TO THE START OF CONSTRUCTION ON WORK AREA 2.

A1 **CONSTRUCTION WORK AREA PLAN**
SCALE: 1" = 20'-0"

C&S
COMPANIES

C&S Engineers, Inc.
499 Col. Eileen Collins Blvd.
Syracuse, New York 13212
Phone: 315-455-2000
Fax: 315-455-9667
www.cscos.com



SRE BUILDING
ORANGE COUNTY AIRPORT
500 DUNN ROAD
MONTGOMERY, NY 12549

MARK	DATE	DESCRIPTION
REVISIONS		
PROJECT NO: 104.120.001		
DATE: FEBRUARY 2021		
DRAWN BY: S.K. DAVIS		
DESIGNED BY: S.K. DAVIS		
CHECKED BY: J.B. DOLAN		
NO ALTERATION PERMITTED HEREON EXCEPT AS PROVIDED UNDER SECTION 7209 SUBDIVISION 2 OF THE NEW YORK EDUCATION LAW		

CONSTRUCTION SAFETY AND PHASING PLAN

GC-102

C	1. AT THE COMPLETION OF WORK IN ANY CONSTRUCTION PERIOD AND THIRTY (30) MINUTES PRIOR TO THE SCHEDULED OPENING OF THE DESIGNATED AIRFIELD FACILITIES, AN INSPECTION TO DETERMINE WHETHER THE RESPECTIVE AIRPORT FACILITIES ARE IN THE APPROPRIATE CONDITION TO BE OPENED SHALL BE PERFORMED BY AIRPORT OPERATIONS. THE CONTRACTORS CONSTRUCTION SUPERVISOR MUST BE PRESENT DURING THIS INSPECTION. THE CONTRACTOR SHALL HAVE STAFF AND EQUIPMENT AVAILABLE TO QUICKLY CORRECT ANY DEFICIENCIES PRIOR TO THE DESIGNATED OPENING TIME.	2. TAXIWAY "E" WILL REMAIN ACTIVE FOR AIRCRAFT TAXIING FOR THE DURATION OF THE PROJECT. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AT ALL TIMES, BUT IN PARTICULAR DURING CONSTRUCTION ON AND ADJACENT TO TAXIWAY "E".	3. WORK AREAS WILL BE CLOSED TO AIRCRAFT AND SHALL BE BARRICADED OFF USING LOW-PROFILE AVIATION BARRICADES.	4. THE SEQUENCE OF CONSTRUCTION WORK AREAS AND THE CONTRACTOR'S ASSOCIATED CONSTRUCTION SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND SHALL BE COMMUNICATED TO THE ENGINEER AND AIRPORT AT EACH WEEK'S PROGRESS MEETING.	5. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	6. CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT 72 HOURS PRIOR TO START OF WORK / CLOSURE IN ORDER TO ESTABLISH A NOTICE TO AIRMEN (NOTAM).	7. ALLOWABLE CONSTRUCTION DURATION: WORK AREA I: 110 CALENDAR DAYS. WORK AREA II: 10 CALENDAR DAYS. TOTAL CONSTRUCTION TIME OF COMPLETION IS 120 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED, EXCLUSIVE OF MATERIALS ORDERING AND DELIVERY TIME.	8. REFER TO THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) FOR DETAILED REQUIREMENTS.	9. PRIOR TO RE-OPENING A CLOSED TAXIWAY, THE ASSOCIATED SAFETY AREA AND TAXIWAY PAVEMENT MUST BE FULLY RESTORED, CLEARED OF ALL DEBRIS AND MATERIAL AND APPROVED BY THE AIRPORT AND ENGINEER.	10. THE CONTRACTOR SHALL HAVE AT LEAST ONE FULLY OPERATIONAL VACUUM SWEEPER TRUCK, WITH A WORKING ROTATING OR FLASHING AMBER BEACON, MOUNTED AT THE HIGHEST POINT OF THE VACUUM SWEEPER TRUCK AVAILABLE ON SITE AT ALL TIMES TO CLEAN PAVEMENTS PRIOR TO REOPENING TO AIRCRAFT.	11. THE CONTRACTOR'S ON-SITE REPRESENTATIVE SHALL MEET WITH THE OWNER AND ENGINEER PRIOR TO THE START OF WORK EACH DAY, TO DISCUSS THE DAY'S CONSTRUCTION ACTIVITY. .	12. HANGAR ROAD WILL REMAIN OPEN AND ACTIVE FOR VEHICULAR TRAFFIC FOR THE DURATION OF CONSTRUCTION. AS SUCH, THE CONTRACTOR'S FORCES SHALL EXERCISE EXTREME CAUTION WHEN ENTERING HANGAR ROAD FROM THE STAGING AREA OR WORK AREAS.	13. LOW PROFILE AVIATION BARRICADES SHALL BE PLACED ACROSS TAXIWAY "E", AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, PRIOR TO THE START OF CONSTRUCTION IN WORK AREA 2. THE BARRICADES SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE BARRICADES SHALL BE TEMPORARILY REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY AIRCRAFT REQUIRING ACCESS TO THE AIRCRAFT RUN-UP AREA AT THE NORTHEAST END OF TAXIWAY "E".	14. RETROREFLECTIVE CONES SHALL BE PLACED ACROSS HANGAR ROAD, AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, FOR THE DURATION OF CONSTRUCTION. THE RETROREFLECTIVE CONES SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY VEHICLE OPERATED BY AIRCRAFT OWNERS REQUIRING ACCESS TO THE AIRCRAFT RAMPS OR HANGARS, OR FOR AIRPORT VEHICLES.	15. THE CONTRACTOR SHALL PLACE 2"x2" WOOD STAKES, EITHER PAINTED FLUORESCENT ORANGE OR WITH ORANGE FLAGGING, ALONG THE TAXIWAY SAFETY AREA (TSA) AT A MAXIMUM 50' SPACING, PRIOR TO THE START OF CONSTRUCTION. THE WOODEN STAKES SHALL HAVE 30" REVEAL ABOVE GROUND LEVEL.	16. CONSTRUCTION TRAFFIC WARNING SIGNS SHALL BE PLACED PRIOR TO THE START OF CONSTRUCTION, INSPECTED AND APPROVED BY THE ENGINEER.	1	2	3	4
B	1. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	2. TAXIWAY "E" WILL REMAIN ACTIVE FOR AIRCRAFT TAXIING FOR THE DURATION OF THE PROJECT. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AT ALL TIMES, BUT IN PARTICULAR DURING CONSTRUCTION ON AND ADJACENT TO TAXIWAY "E".	3. WORK AREAS WILL BE CLOSED TO AIRCRAFT AND SHALL BE BARRICADED OFF USING LOW-PROFILE AVIATION BARRICADES.	4. THE SEQUENCE OF CONSTRUCTION WORK AREAS AND THE CONTRACTOR'S ASSOCIATED CONSTRUCTION SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND SHALL BE COMMUNICATED TO THE ENGINEER AND AIRPORT AT EACH WEEK'S PROGRESS MEETING.	5. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	6. CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT 72 HOURS PRIOR TO START OF WORK / CLOSURE IN ORDER TO ESTABLISH A NOTICE TO AIRMEN (NOTAM).	7. ALLOWABLE CONSTRUCTION DURATION: WORK AREA I: 110 CALENDAR DAYS. WORK AREA II: 10 CALENDAR DAYS. TOTAL CONSTRUCTION TIME OF COMPLETION IS 120 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED, EXCLUSIVE OF MATERIALS ORDERING AND DELIVERY TIME.	8. REFER TO THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) FOR DETAILED REQUIREMENTS.	9. PRIOR TO RE-OPENING A CLOSED TAXIWAY, THE ASSOCIATED SAFETY AREA AND TAXIWAY PAVEMENT MUST BE FULLY RESTORED, CLEARED OF ALL DEBRIS AND MATERIAL AND APPROVED BY THE AIRPORT AND ENGINEER.	10. THE CONTRACTOR SHALL HAVE AT LEAST ONE FULLY OPERATIONAL VACUUM SWEEPER TRUCK, WITH A WORKING ROTATING OR FLASHING AMBER BEACON, MOUNTED AT THE HIGHEST POINT OF THE VACUUM SWEEPER TRUCK AVAILABLE ON SITE AT ALL TIMES TO CLEAN PAVEMENTS PRIOR TO REOPENING TO AIRCRAFT.	11. THE CONTRACTOR'S ON-SITE REPRESENTATIVE SHALL MEET WITH THE OWNER AND ENGINEER PRIOR TO THE START OF WORK EACH DAY, TO DISCUSS THE DAY'S CONSTRUCTION ACTIVITY. .	12. HANGAR ROAD WILL REMAIN OPEN AND ACTIVE FOR VEHICULAR TRAFFIC FOR THE DURATION OF CONSTRUCTION. AS SUCH, THE CONTRACTOR'S FORCES SHALL EXERCISE EXTREME CAUTION WHEN ENTERING HANGAR ROAD FROM THE STAGING AREA OR WORK AREAS.	13. LOW PROFILE AVIATION BARRICADES SHALL BE PLACED ACROSS TAXIWAY "E", AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, PRIOR TO THE START OF CONSTRUCTION IN WORK AREA 2. THE BARRICADES SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE BARRICADES SHALL BE TEMPORARILY REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY AIRCRAFT REQUIRING ACCESS TO THE AIRCRAFT RUN-UP AREA AT THE NORTHEAST END OF TAXIWAY "E".	14. RETROREFLECTIVE CONES SHALL BE PLACED ACROSS HANGAR ROAD, AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, FOR THE DURATION OF CONSTRUCTION. THE RETROREFLECTIVE CONES SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY VEHICLE OPERATED BY AIRCRAFT OWNERS REQUIRING ACCESS TO THE AIRCRAFT RAMPS OR HANGARS, OR FOR AIRPORT VEHICLES.	15. THE CONTRACTOR SHALL PLACE 2"x2" WOOD STAKES, EITHER PAINTED FLUORESCENT ORANGE OR WITH ORANGE FLAGGING, ALONG THE TAXIWAY SAFETY AREA (TSA) AT A MAXIMUM 50' SPACING, PRIOR TO THE START OF CONSTRUCTION. THE WOODEN STAKES SHALL HAVE 30" REVEAL ABOVE GROUND LEVEL.	16. CONSTRUCTION TRAFFIC WARNING SIGNS SHALL BE PLACED PRIOR TO THE START OF CONSTRUCTION, INSPECTED AND APPROVED BY THE ENGINEER.	1	2	3	4
B	1. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	2. TAXIWAY "E" WILL REMAIN ACTIVE FOR AIRCRAFT TAXIING FOR THE DURATION OF THE PROJECT. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AT ALL TIMES, BUT IN PARTICULAR DURING CONSTRUCTION ON AND ADJACENT TO TAXIWAY "E".	3. WORK AREAS WILL BE CLOSED TO AIRCRAFT AND SHALL BE BARRICADED OFF USING LOW-PROFILE AVIATION BARRICADES.	4. THE SEQUENCE OF CONSTRUCTION WORK AREAS AND THE CONTRACTOR'S ASSOCIATED CONSTRUCTION SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND SHALL BE COMMUNICATED TO THE ENGINEER AND AIRPORT AT EACH WEEK'S PROGRESS MEETING.	5. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	6. CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT 72 HOURS PRIOR TO START OF WORK / CLOSURE IN ORDER TO ESTABLISH A NOTICE TO AIRMEN (NOTAM).	7. ALLOWABLE CONSTRUCTION DURATION: WORK AREA I: 110 CALENDAR DAYS. WORK AREA II: 10 CALENDAR DAYS. TOTAL CONSTRUCTION TIME OF COMPLETION IS 120 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED, EXCLUSIVE OF MATERIALS ORDERING AND DELIVERY TIME.	8. REFER TO THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) FOR DETAILED REQUIREMENTS.	9. PRIOR TO RE-OPENING A CLOSED TAXIWAY, THE ASSOCIATED SAFETY AREA AND TAXIWAY PAVEMENT MUST BE FULLY RESTORED, CLEARED OF ALL DEBRIS AND MATERIAL AND APPROVED BY THE AIRPORT AND ENGINEER.	10. THE CONTRACTOR SHALL HAVE AT LEAST ONE FULLY OPERATIONAL VACUUM SWEEPER TRUCK, WITH A WORKING ROTATING OR FLASHING AMBER BEACON, MOUNTED AT THE HIGHEST POINT OF THE VACUUM SWEEPER TRUCK AVAILABLE ON SITE AT ALL TIMES TO CLEAN PAVEMENTS PRIOR TO REOPENING TO AIRCRAFT.	11. THE CONTRACTOR'S ON-SITE REPRESENTATIVE SHALL MEET WITH THE OWNER AND ENGINEER PRIOR TO THE START OF WORK EACH DAY, TO DISCUSS THE DAY'S CONSTRUCTION ACTIVITY. .	12. HANGAR ROAD WILL REMAIN OPEN AND ACTIVE FOR VEHICULAR TRAFFIC FOR THE DURATION OF CONSTRUCTION. AS SUCH, THE CONTRACTOR'S FORCES SHALL EXERCISE EXTREME CAUTION WHEN ENTERING HANGAR ROAD FROM THE STAGING AREA OR WORK AREAS.	13. LOW PROFILE AVIATION BARRICADES SHALL BE PLACED ACROSS TAXIWAY "E", AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, PRIOR TO THE START OF CONSTRUCTION IN WORK AREA 2. THE BARRICADES SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE BARRICADES SHALL BE TEMPORARILY REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY AIRCRAFT REQUIRING ACCESS TO THE AIRCRAFT RUN-UP AREA AT THE NORTHEAST END OF TAXIWAY "E".	14. RETROREFLECTIVE CONES SHALL BE PLACED ACROSS HANGAR ROAD, AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, FOR THE DURATION OF CONSTRUCTION. THE RETROREFLECTIVE CONES SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY VEHICLE OPERATED BY AIRCRAFT OWNERS REQUIRING ACCESS TO THE AIRCRAFT RAMPS OR HANGARS, OR FOR AIRPORT VEHICLES.	15. THE CONTRACTOR SHALL PLACE 2"x2" WOOD STAKES, EITHER PAINTED FLUORESCENT ORANGE OR WITH ORANGE FLAGGING, ALONG THE TAXIWAY SAFETY AREA (TSA) AT A MAXIMUM 50' SPACING, PRIOR TO THE START OF CONSTRUCTION. THE WOODEN STAKES SHALL HAVE 30" REVEAL ABOVE GROUND LEVEL.	16. CONSTRUCTION TRAFFIC WARNING SIGNS SHALL BE PLACED PRIOR TO THE START OF CONSTRUCTION, INSPECTED AND APPROVED BY THE ENGINEER.	1	2	3	4
B	1. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	2. TAXIWAY "E" WILL REMAIN ACTIVE FOR AIRCRAFT TAXIING FOR THE DURATION OF THE PROJECT. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AT ALL TIMES, BUT IN PARTICULAR DURING CONSTRUCTION ON AND ADJACENT TO TAXIWAY "E".	3. WORK AREAS WILL BE CLOSED TO AIRCRAFT AND SHALL BE BARRICADED OFF USING LOW-PROFILE AVIATION BARRICADES.	4. THE SEQUENCE OF CONSTRUCTION WORK AREAS AND THE CONTRACTOR'S ASSOCIATED CONSTRUCTION SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND SHALL BE COMMUNICATED TO THE ENGINEER AND AIRPORT AT EACH WEEK'S PROGRESS MEETING.	5. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	6. CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT 72 HOURS PRIOR TO START OF WORK / CLOSURE IN ORDER TO ESTABLISH A NOTICE TO AIRMEN (NOTAM).	7. ALLOWABLE CONSTRUCTION DURATION: WORK AREA I: 110 CALENDAR DAYS. WORK AREA II: 10 CALENDAR DAYS. TOTAL CONSTRUCTION TIME OF COMPLETION IS 120 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED, EXCLUSIVE OF MATERIALS ORDERING AND DELIVERY TIME.	8. REFER TO THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) FOR DETAILED REQUIREMENTS.	9. PRIOR TO RE-OPENING A CLOSED TAXIWAY, THE ASSOCIATED SAFETY AREA AND TAXIWAY PAVEMENT MUST BE FULLY RESTORED, CLEARED OF ALL DEBRIS AND MATERIAL AND APPROVED BY THE AIRPORT AND ENGINEER.	10. THE CONTRACTOR SHALL HAVE AT LEAST ONE FULLY OPERATIONAL VACUUM SWEEPER TRUCK, WITH A WORKING ROTATING OR FLASHING AMBER BEACON, MOUNTED AT THE HIGHEST POINT OF THE VACUUM SWEEPER TRUCK AVAILABLE ON SITE AT ALL TIMES TO CLEAN PAVEMENTS PRIOR TO REOPENING TO AIRCRAFT.	11. THE CONTRACTOR'S ON-SITE REPRESENTATIVE SHALL MEET WITH THE OWNER AND ENGINEER PRIOR TO THE START OF WORK EACH DAY, TO DISCUSS THE DAY'S CONSTRUCTION ACTIVITY. .	12. HANGAR ROAD WILL REMAIN OPEN AND ACTIVE FOR VEHICULAR TRAFFIC FOR THE DURATION OF CONSTRUCTION. AS SUCH, THE CONTRACTOR'S FORCES SHALL EXERCISE EXTREME CAUTION WHEN ENTERING HANGAR ROAD FROM THE STAGING AREA OR WORK AREAS.	13. LOW PROFILE AVIATION BARRICADES SHALL BE PLACED ACROSS TAXIWAY "E", AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, PRIOR TO THE START OF CONSTRUCTION IN WORK AREA 2. THE BARRICADES SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE BARRICADES SHALL BE TEMPORARILY REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY AIRCRAFT REQUIRING ACCESS TO THE AIRCRAFT RUN-UP AREA AT THE NORTHEAST END OF TAXIWAY "E".	14. RETROREFLECTIVE CONES SHALL BE PLACED ACROSS HANGAR ROAD, AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, FOR THE DURATION OF CONSTRUCTION. THE RETROREFLECTIVE CONES SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY VEHICLE OPERATED BY AIRCRAFT OWNERS REQUIRING ACCESS TO THE AIRCRAFT RAMPS OR HANGARS, OR FOR AIRPORT VEHICLES.	15. THE CONTRACTOR SHALL PLACE 2"x2" WOOD STAKES, EITHER PAINTED FLUORESCENT ORANGE OR WITH ORANGE FLAGGING, ALONG THE TAXIWAY SAFETY AREA (TSA) AT A MAXIMUM 50' SPACING, PRIOR TO THE START OF CONSTRUCTION. THE WOODEN STAKES SHALL HAVE 30" REVEAL ABOVE GROUND LEVEL.	16. CONSTRUCTION TRAFFIC WARNING SIGNS SHALL BE PLACED PRIOR TO THE START OF CONSTRUCTION, INSPECTED AND APPROVED BY THE ENGINEER.	1	2	3	4
B	1. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	2. TAXIWAY "E" WILL REMAIN ACTIVE FOR AIRCRAFT TAXIING FOR THE DURATION OF THE PROJECT. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AT ALL TIMES, BUT IN PARTICULAR DURING CONSTRUCTION ON AND ADJACENT TO TAXIWAY "E".	3. WORK AREAS WILL BE CLOSED TO AIRCRAFT AND SHALL BE BARRICADED OFF USING LOW-PROFILE AVIATION BARRICADES.	4. THE SEQUENCE OF CONSTRUCTION WORK AREAS AND THE CONTRACTOR'S ASSOCIATED CONSTRUCTION SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND SHALL BE COMMUNICATED TO THE ENGINEER AND AIRPORT AT EACH WEEK'S PROGRESS MEETING.	5. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	6. CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT 72 HOURS PRIOR TO START OF WORK / CLOSURE IN ORDER TO ESTABLISH A NOTICE TO AIRMEN (NOTAM).	7. ALLOWABLE CONSTRUCTION DURATION: WORK AREA I: 110 CALENDAR DAYS. WORK AREA II: 10 CALENDAR DAYS. TOTAL CONSTRUCTION TIME OF COMPLETION IS 120 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED, EXCLUSIVE OF MATERIALS ORDERING AND DELIVERY TIME.	8. REFER TO THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) FOR DETAILED REQUIREMENTS.	9. PRIOR TO RE-OPENING A CLOSED TAXIWAY, THE ASSOCIATED SAFETY AREA AND TAXIWAY PAVEMENT MUST BE FULLY RESTORED, CLEARED OF ALL DEBRIS AND MATERIAL AND APPROVED BY THE AIRPORT AND ENGINEER.	10. THE CONTRACTOR SHALL HAVE AT LEAST ONE FULLY OPERATIONAL VACUUM SWEEPER TRUCK, WITH A WORKING ROTATING OR FLASHING AMBER BEACON, MOUNTED AT THE HIGHEST POINT OF THE VACUUM SWEEPER TRUCK AVAILABLE ON SITE AT ALL TIMES TO CLEAN PAVEMENTS PRIOR TO REOPENING TO AIRCRAFT.	11. THE CONTRACTOR'S ON-SITE REPRESENTATIVE SHALL MEET WITH THE OWNER AND ENGINEER PRIOR TO THE START OF WORK EACH DAY, TO DISCUSS THE DAY'S CONSTRUCTION ACTIVITY. .	12. HANGAR ROAD WILL REMAIN OPEN AND ACTIVE FOR VEHICULAR TRAFFIC FOR THE DURATION OF CONSTRUCTION. AS SUCH, THE CONTRACTOR'S FORCES SHALL EXERCISE EXTREME CAUTION WHEN ENTERING HANGAR ROAD FROM THE STAGING AREA OR WORK AREAS.	13. LOW PROFILE AVIATION BARRICADES SHALL BE PLACED ACROSS TAXIWAY "E", AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, PRIOR TO THE START OF CONSTRUCTION IN WORK AREA 2. THE BARRICADES SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE BARRICADES SHALL BE TEMPORARILY REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY AIRCRAFT REQUIRING ACCESS TO THE AIRCRAFT RUN-UP AREA AT THE NORTHEAST END OF TAXIWAY "E".	14. RETROREFLECTIVE CONES SHALL BE PLACED ACROSS HANGAR ROAD, AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, FOR THE DURATION OF CONSTRUCTION. THE RETROREFLECTIVE CONES SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY VEHICLE OPERATED BY AIRCRAFT OWNERS REQUIRING ACCESS TO THE AIRCRAFT RAMPS OR HANGARS, OR FOR AIRPORT VEHICLES.	15. THE CONTRACTOR SHALL PLACE 2"x2" WOOD STAKES, EITHER PAINTED FLUORESCENT ORANGE OR WITH ORANGE FLAGGING, ALONG THE TAXIWAY SAFETY AREA (TSA) AT A MAXIMUM 50' SPACING, PRIOR TO THE START OF CONSTRUCTION. THE WOODEN STAKES SHALL HAVE 30" REVEAL ABOVE GROUND LEVEL.	16. CONSTRUCTION TRAFFIC WARNING SIGNS SHALL BE PLACED PRIOR TO THE START OF CONSTRUCTION, INSPECTED AND APPROVED BY THE ENGINEER.	1	2	3	4
B	1. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	2. TAXIWAY "E" WILL REMAIN ACTIVE FOR AIRCRAFT TAXIING FOR THE DURATION OF THE PROJECT. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AT ALL TIMES, BUT IN PARTICULAR DURING CONSTRUCTION ON AND ADJACENT TO TAXIWAY "E".	3. WORK AREAS WILL BE CLOSED TO AIRCRAFT AND SHALL BE BARRICADED OFF USING LOW-PROFILE AVIATION BARRICADES.	4. THE SEQUENCE OF CONSTRUCTION WORK AREAS AND THE CONTRACTOR'S ASSOCIATED CONSTRUCTION SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND SHALL BE COMMUNICATED TO THE ENGINEER AND AIRPORT AT EACH WEEK'S PROGRESS MEETING.	5. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	6. CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT 72 HOURS PRIOR TO START OF WORK / CLOSURE IN ORDER TO ESTABLISH A NOTICE TO AIRMEN (NOTAM).	7. ALLOWABLE CONSTRUCTION DURATION: WORK AREA I: 110 CALENDAR DAYS. WORK AREA II: 10 CALENDAR DAYS. TOTAL CONSTRUCTION TIME OF COMPLETION IS 120 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED, EXCLUSIVE OF MATERIALS ORDERING AND DELIVERY TIME.	8. REFER TO THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) FOR DETAILED REQUIREMENTS.	9. PRIOR TO RE-OPENING A CLOSED TAXIWAY, THE ASSOCIATED SAFETY AREA AND TAXIWAY PAVEMENT MUST BE FULLY RESTORED, CLEARED OF ALL DEBRIS AND MATERIAL AND APPROVED BY THE AIRPORT AND ENGINEER.	10. THE CONTRACTOR SHALL HAVE AT LEAST ONE FULLY OPERATIONAL VACUUM SWEEPER TRUCK, WITH A WORKING ROTATING OR FLASHING AMBER BEACON, MOUNTED AT THE HIGHEST POINT OF THE VACUUM SWEEPER TRUCK AVAILABLE ON SITE AT ALL TIMES TO CLEAN PAVEMENTS PRIOR TO REOPENING TO AIRCRAFT.	11. THE CONTRACTOR'S ON-SITE REPRESENTATIVE SHALL MEET WITH THE OWNER AND ENGINEER PRIOR TO THE START OF WORK EACH DAY, TO DISCUSS THE DAY'S CONSTRUCTION ACTIVITY. .	12. HANGAR ROAD WILL REMAIN OPEN AND ACTIVE FOR VEHICULAR TRAFFIC FOR THE DURATION OF CONSTRUCTION. AS SUCH, THE CONTRACTOR'S FORCES SHALL EXERCISE EXTREME CAUTION WHEN ENTERING HANGAR ROAD FROM THE STAGING AREA OR WORK AREAS.	13. LOW PROFILE AVIATION BARRICADES SHALL BE PLACED ACROSS TAXIWAY "E", AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, PRIOR TO THE START OF CONSTRUCTION IN WORK AREA 2. THE BARRICADES SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE BARRICADES SHALL BE TEMPORARILY REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY AIRCRAFT REQUIRING ACCESS TO THE AIRCRAFT RUN-UP AREA AT THE NORTHEAST END OF TAXIWAY "E".	14. RETROREFLECTIVE CONES SHALL BE PLACED ACROSS HANGAR ROAD, AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, FOR THE DURATION OF CONSTRUCTION. THE RETROREFLECTIVE CONES SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY VEHICLE OPERATED BY AIRCRAFT OWNERS REQUIRING ACCESS TO THE AIRCRAFT RAMPS OR HANGARS, OR FOR AIRPORT VEHICLES.	15. THE CONTRACTOR SHALL PLACE 2"x2" WOOD STAKES, EITHER PAINTED FLUORESCENT ORANGE OR WITH ORANGE FLAGGING, ALONG THE TAXIWAY SAFETY AREA (TSA) AT A MAXIMUM 50' SPACING, PRIOR TO THE START OF CONSTRUCTION. THE WOODEN STAKES SHALL HAVE 30" REVEAL ABOVE GROUND LEVEL.	16. CONSTRUCTION TRAFFIC WARNING SIGNS SHALL BE PLACED PRIOR TO THE START OF CONSTRUCTION, INSPECTED AND APPROVED BY THE ENGINEER.	1	2	3	4
B	1. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	2. TAXIWAY "E" WILL REMAIN ACTIVE FOR AIRCRAFT TAXIING FOR THE DURATION OF THE PROJECT. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AT ALL TIMES, BUT IN PARTICULAR DURING CONSTRUCTION ON AND ADJACENT TO TAXIWAY "E".	3. WORK AREAS WILL BE CLOSED TO AIRCRAFT AND SHALL BE BARRICADED OFF USING LOW-PROFILE AVIATION BARRICADES.	4. THE SEQUENCE OF CONSTRUCTION WORK AREAS AND THE CONTRACTOR'S ASSOCIATED CONSTRUCTION SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND SHALL BE COMMUNICATED TO THE ENGINEER AND AIRPORT AT EACH WEEK'S PROGRESS MEETING.	5. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	6. CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT 72 HOURS PRIOR TO START OF WORK / CLOSURE IN ORDER TO ESTABLISH A NOTICE TO AIRMEN (NOTAM).	7. ALLOWABLE CONSTRUCTION DURATION: WORK AREA I: 110 CALENDAR DAYS. WORK AREA II: 10 CALENDAR DAYS. TOTAL CONSTRUCTION TIME OF COMPLETION IS 120 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED, EXCLUSIVE OF MATERIALS ORDERING AND DELIVERY TIME.	8. REFER TO THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) FOR DETAILED REQUIREMENTS.	9. PRIOR TO RE-OPENING A CLOSED TAXIWAY, THE ASSOCIATED SAFETY AREA AND TAXIWAY PAVEMENT MUST BE FULLY RESTORED, CLEARED OF ALL DEBRIS AND MATERIAL AND APPROVED BY THE AIRPORT AND ENGINEER.	10. THE CONTRACTOR SHALL HAVE AT LEAST ONE FULLY OPERATIONAL VACUUM SWEEPER TRUCK, WITH A WORKING ROTATING OR FLASHING AMBER BEACON, MOUNTED AT THE HIGHEST POINT OF THE VACUUM SWEEPER TRUCK AVAILABLE ON SITE AT ALL TIMES TO CLEAN PAVEMENTS PRIOR TO REOPENING TO AIRCRAFT.	11. THE CONTRACTOR'S ON-SITE REPRESENTATIVE SHALL MEET WITH THE OWNER AND ENGINEER PRIOR TO THE START OF WORK EACH DAY, TO DISCUSS THE DAY'S CONSTRUCTION ACTIVITY. .	12. HANGAR ROAD WILL REMAIN OPEN AND ACTIVE FOR VEHICULAR TRAFFIC FOR THE DURATION OF CONSTRUCTION. AS SUCH, THE CONTRACTOR'S FORCES SHALL EXERCISE EXTREME CAUTION WHEN ENTERING HANGAR ROAD FROM THE STAGING AREA OR WORK AREAS.	13. LOW PROFILE AVIATION BARRICADES SHALL BE PLACED ACROSS TAXIWAY "E", AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, PRIOR TO THE START OF CONSTRUCTION IN WORK AREA 2. THE BARRICADES SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE BARRICADES SHALL BE TEMPORARILY REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY AIRCRAFT REQUIRING ACCESS TO THE AIRCRAFT RUN-UP AREA AT THE NORTHEAST END OF TAXIWAY "E".	14. RETROREFLECTIVE CONES SHALL BE PLACED ACROSS HANGAR ROAD, AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, FOR THE DURATION OF CONSTRUCTION. THE RETROREFLECTIVE CONES SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY VEHICLE OPERATED BY AIRCRAFT OWNERS REQUIRING ACCESS TO THE AIRCRAFT RAMPS OR HANGARS, OR FOR AIRPORT VEHICLES.	15. THE CONTRACTOR SHALL PLACE 2"x2" WOOD STAKES, EITHER PAINTED FLUORESCENT ORANGE OR WITH ORANGE FLAGGING, ALONG THE TAXIWAY SAFETY AREA (TSA) AT A MAXIMUM 50' SPACING, PRIOR TO THE START OF CONSTRUCTION. THE WOODEN STAKES SHALL HAVE 30" REVEAL ABOVE GROUND LEVEL.	16. CONSTRUCTION TRAFFIC WARNING SIGNS SHALL BE PLACED PRIOR TO THE START OF CONSTRUCTION, INSPECTED AND APPROVED BY THE ENGINEER.	1	2	3	4
B	1. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	2. TAXIWAY "E" WILL REMAIN ACTIVE FOR AIRCRAFT TAXIING FOR THE DURATION OF THE PROJECT. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AT ALL TIMES, BUT IN PARTICULAR DURING CONSTRUCTION ON AND ADJACENT TO TAXIWAY "E".	3. WORK AREAS WILL BE CLOSED TO AIRCRAFT AND SHALL BE BARRICADED OFF USING LOW-PROFILE AVIATION BARRICADES.	4. THE SEQUENCE OF CONSTRUCTION WORK AREAS AND THE CONTRACTOR'S ASSOCIATED CONSTRUCTION SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND SHALL BE COMMUNICATED TO THE ENGINEER AND AIRPORT AT EACH WEEK'S PROGRESS MEETING.	5. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	6. CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT 72 HOURS PRIOR TO START OF WORK / CLOSURE IN ORDER TO ESTABLISH A NOTICE TO AIRMEN (NOTAM).	7. ALLOWABLE CONSTRUCTION DURATION: WORK AREA I: 110 CALENDAR DAYS. WORK AREA II: 10 CALENDAR DAYS. TOTAL CONSTRUCTION TIME OF COMPLETION IS 120 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED, EXCLUSIVE OF MATERIALS ORDERING AND DELIVERY TIME.	8. REFER TO THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) FOR DETAILED REQUIREMENTS.	9. PRIOR TO RE-OPENING A CLOSED TAXIWAY, THE ASSOCIATED SAFETY AREA AND TAXIWAY PAVEMENT MUST BE FULLY RESTORED, CLEARED OF ALL DEBRIS AND MATERIAL AND APPROVED BY THE AIRPORT AND ENGINEER.	10. THE CONTRACTOR SHALL HAVE AT LEAST ONE FULLY OPERATIONAL VACUUM SWEEPER TRUCK, WITH A WORKING ROTATING OR FLASHING AMBER BEACON, MOUNTED AT THE HIGHEST POINT OF THE VACUUM SWEEPER TRUCK AVAILABLE ON SITE AT ALL TIMES TO CLEAN PAVEMENTS PRIOR TO REOPENING TO AIRCRAFT.	11. THE CONTRACTOR'S ON-SITE REPRESENTATIVE SHALL MEET WITH THE OWNER AND ENGINEER PRIOR TO THE START OF WORK EACH DAY, TO DISCUSS THE DAY'S CONSTRUCTION ACTIVITY. .	12. HANGAR ROAD WILL REMAIN OPEN AND ACTIVE FOR VEHICULAR TRAFFIC FOR THE DURATION OF CONSTRUCTION. AS SUCH, THE CONTRACTOR'S FORCES SHALL EXERCISE EXTREME CAUTION WHEN ENTERING HANGAR ROAD FROM THE STAGING AREA OR WORK AREAS.	13. LOW PROFILE AVIATION BARRICADES SHALL BE PLACED ACROSS TAXIWAY "E", AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, PRIOR TO THE START OF CONSTRUCTION IN WORK AREA 2. THE BARRICADES SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE BARRICADES SHALL BE TEMPORARILY REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY AIRCRAFT REQUIRING ACCESS TO THE AIRCRAFT RUN-UP AREA AT THE NORTHEAST END OF TAXIWAY "E".	14. RETROREFLECTIVE CONES SHALL BE PLACED ACROSS HANGAR ROAD, AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, FOR THE DURATION OF CONSTRUCTION. THE RETROREFLECTIVE CONES SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY VEHICLE OPERATED BY AIRCRAFT OWNERS REQUIRING ACCESS TO THE AIRCRAFT RAMPS OR HANGARS, OR FOR AIRPORT VEHICLES.	15. THE CONTRACTOR SHALL PLACE 2"x2" WOOD STAKES, EITHER PAINTED FLUORESCENT ORANGE OR WITH ORANGE FLAGGING, ALONG THE TAXIWAY SAFETY AREA (TSA) AT A MAXIMUM 50' SPACING, PRIOR TO THE START OF CONSTRUCTION. THE WOODEN STAKES SHALL HAVE 30" REVEAL ABOVE GROUND LEVEL.	16. CONSTRUCTION TRAFFIC WARNING SIGNS SHALL BE PLACED PRIOR TO THE START OF CONSTRUCTION, INSPECTED AND APPROVED BY THE ENGINEER.	1	2	3	4
B	1. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	2. TAXIWAY "E" WILL REMAIN ACTIVE FOR AIRCRAFT TAXIING FOR THE DURATION OF THE PROJECT. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AT ALL TIMES, BUT IN PARTICULAR DURING CONSTRUCTION ON AND ADJACENT TO TAXIWAY "E".	3. WORK AREAS WILL BE CLOSED TO AIRCRAFT AND SHALL BE BARRICADED OFF USING LOW-PROFILE AVIATION BARRICADES.	4. THE SEQUENCE OF CONSTRUCTION WORK AREAS AND THE CONTRACTOR'S ASSOCIATED CONSTRUCTION SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND SHALL BE COMMUNICATED TO THE ENGINEER AND AIRPORT AT EACH WEEK'S PROGRESS MEETING.	5. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	6. CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT 72 HOURS PRIOR TO START OF WORK / CLOSURE IN ORDER TO ESTABLISH A NOTICE TO AIRMEN (NOTAM).	7. ALLOWABLE CONSTRUCTION DURATION: WORK AREA I: 110 CALENDAR DAYS. WORK AREA II: 10 CALENDAR DAYS. TOTAL CONSTRUCTION TIME OF COMPLETION IS 120 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED, EXCLUSIVE OF MATERIALS ORDERING AND DELIVERY TIME.	8. REFER TO THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) FOR DETAILED REQUIREMENTS.	9. PRIOR TO RE-OPENING A CLOSED TAXIWAY, THE ASSOCIATED SAFETY AREA AND TAXIWAY PAVEMENT MUST BE FULLY RESTORED, CLEARED OF ALL DEBRIS AND MATERIAL AND APPROVED BY THE AIRPORT AND ENGINEER.	10. THE CONTRACTOR SHALL HAVE AT LEAST ONE FULLY OPERATIONAL VACUUM SWEEPER TRUCK, WITH A WORKING ROTATING OR FLASHING AMBER BEACON, MOUNTED AT THE HIGHEST POINT OF THE VACUUM SWEEPER TRUCK AVAILABLE ON SITE AT ALL TIMES TO CLEAN PAVEMENTS PRIOR TO REOPENING TO AIRCRAFT.	11. THE CONTRACTOR'S ON-SITE REPRESENTATIVE SHALL MEET WITH THE OWNER AND ENGINEER PRIOR TO THE START OF WORK EACH DAY, TO DISCUSS THE DAY'S CONSTRUCTION ACTIVITY. .	12. HANGAR ROAD WILL REMAIN OPEN AND ACTIVE FOR VEHICULAR TRAFFIC FOR THE DURATION OF CONSTRUCTION. AS SUCH, THE CONTRACTOR'S FORCES SHALL EXERCISE EXTREME CAUTION WHEN ENTERING HANGAR ROAD FROM THE STAGING AREA OR WORK AREAS.	13. LOW PROFILE AVIATION BARRICADES SHALL BE PLACED ACROSS TAXIWAY "E", AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, PRIOR TO THE START OF CONSTRUCTION IN WORK AREA 2. THE BARRICADES SHALL BE INSPECTED AND APPROVED BY THE ENGINEER PRIOR TO THE START OF CONSTRUCTION. THE BARRICADES SHALL BE TEMPORARILY REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY AIRCRAFT REQUIRING ACCESS TO THE AIRCRAFT RUN-UP AREA AT THE NORTHEAST END OF TAXIWAY "E".	14. RETROREFLECTIVE CONES SHALL BE PLACED ACROSS HANGAR ROAD, AS SHOWN ON THE CONSTRUCTION WORK AREA PLAN, FOR THE DURATION OF CONSTRUCTION. THE RETROREFLECTIVE CONES SHALL BE REMOVED AND REPLACED BY THE CONTRACTOR, FOR ANY VEHICLE OPERATED BY AIRCRAFT OWNERS REQUIRING ACCESS TO THE AIRCRAFT RAMPS OR HANGARS, OR FOR AIRPORT VEHICLES.	15. THE CONTRACTOR SHALL PLACE 2"x2" WOOD STAKES, EITHER PAINTED FLUORESCENT ORANGE OR WITH ORANGE FLAGGING, ALONG THE TAXIWAY SAFETY AREA (TSA) AT A MAXIMUM 50' SPACING, PRIOR TO THE START OF CONSTRUCTION. THE WOODEN STAKES SHALL HAVE 30" REVEAL ABOVE GROUND LEVEL.	16. CONSTRUCTION TRAFFIC WARNING SIGNS SHALL BE PLACED PRIOR TO THE START OF CONSTRUCTION, INSPECTED AND APPROVED BY THE ENGINEER.	1	2	3	4
B	1. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	2. TAXIWAY "E" WILL REMAIN ACTIVE FOR AIRCRAFT TAXIING FOR THE DURATION OF THE PROJECT. THE CONTRACTOR IS ADVISED TO USE EXTREME CAUTION AT ALL TIMES, BUT IN PARTICULAR DURING CONSTRUCTION ON AND ADJACENT TO TAXIWAY "E".	3. WORK AREAS WILL BE CLOSED TO AIRCRAFT AND SHALL BE BARRICADED OFF USING LOW-PROFILE AVIATION BARRICADES.	4. THE SEQUENCE OF CONSTRUCTION WORK AREAS AND THE CONTRACTOR'S ASSOCIATED CONSTRUCTION SHALL BE PROVIDED AT THE PRE-CONSTRUCTION MEETING AND SHALL BE COMMUNICATED TO THE ENGINEER AND AIRPORT AT EACH WEEK'S PROGRESS MEETING.	5. THE CONTRACTOR SHALL DELINEATE THE TAXIWAY SAFETY AREA (TSA) OF ACTIVE PAVEMENTS ADJACENT TO ACTIVE CONSTRUCTION WORK AREAS. DELINEATION CAN BE FLAGS OR BARRICADES OR OTHER MEANS APPROVED BY AIRPORT OPERATIONS.	6. CONTRACTOR SHALL NOTIFY THE ENGINEER AND AIRPORT 72 HOURS PRIOR TO START OF WORK / CLOSURE IN ORDER TO ESTABLISH A NOTICE TO AIRMEN (NOTAM).	7. ALLOWABLE CONSTRUCTION DURATION: WORK AREA I: 110 CALENDAR DAYS. WORK AREA II: 10 CALENDAR DAYS. TOTAL CONSTRUCTION TIME OF COMPLETION IS 120 CALENDAR DAYS FROM THE DATE ON THE NOTICE TO PROCEED, EXCLUSIVE OF MATERIALS ORDERING AND DELIVERY TIME.	8. REFER TO THE CONSTRUCTION SAFETY AND PHASING PLAN (CSPP) FOR DETAILED REQUIREMENTS.	9. PRIOR TO RE-OPENING A CLOSED TAXIWAY, THE ASSOCIATED SAFETY AREA AND TAXIWAY PAVEMENT MUST BE FULLY RESTORED, CLEARED OF ALL DEBRIS AND MATERIAL AND APPROVED BY THE AIRPORT AND ENGINEER.	10. THE CONTRACTOR SHALL HAVE AT LEAST ONE FULLY OPERATIONAL VACUUM SWEEPER TRUCK, WITH A WORKING ROTATING OR FLASHING AMBER BEACON, MOUNTED AT THE HIGHEST POINT OF THE VACUUM SWEEPER TRUCK AVAILABLE ON SITE AT ALL TIMES TO CLEAN PAVEMENTS PRIOR TO REOPENING TO AIRCRAFT.	11. THE CONTRACTOR'S ON-SITE REPRESENTATIVE SHALL MEET WITH THE									

APPENDIX 2

CONSTRUCTION PROJECT DAILY SAFETY INSPECTION CHECKLIST

Construction Project Daily Safety Inspection Checklist

The situations identified below are potentially hazardous conditions that may occur during Airport construction projects. Safety Area encroachments, unauthorized and improper ground vehicle operations, and unmarked or uncovers holes and trenches near aircraft operating surfaces pose the most prevalent threats to Airport operational safety during Airport construction projects. The list below is one tool that the Contractor may use to aid in identifying and correcting potentially hazardous conditions.

Potentially Hazardous Conditions

Item	Action Required	or	None
Excavation adjacent to runways, taxiways, and aprons improperly backfilled.			<input type="checkbox"/>
Mounds of earth, construction materials, temporary structures, and other obstacles near any open runway, taxiway, or taxi lane; in the related Object Free area and aircraft approach or departure areas/zones; or obstructing any sign or marking.			<input type="checkbox"/>
Runway resurfacing projects resulting in lips exceeding 3 in (7.6 cm) from pavement edges and ends.			<input type="checkbox"/>
Heavy equipment (stationary or mobile) operating or idle near AOA, in runway approaches and departures areas, or in OFZ.			<input type="checkbox"/>
Equipment or material near NAVAIDs that may degrade or impair radiated signals and/or the monitoring of navigation and visual aids. Unauthorized or improper vehicle operations in localizer or glide slope critical areas, resulting in electronic interference and/or facility shutdown.			<input type="checkbox"/>
Tall and especially relatively low visibility units (that is, equipment with slim profiles) –cranes, drills, and similar objects—located in critical areas, such as OFZ and approach zones.			<input type="checkbox"/>
Improperly positioned or malfunctioning lights or unlighted airport hazards, such as holes or excavations, on an apron, open taxiway, or open taxi lane or in related safety, approach, or departure area.			<input type="checkbox"/>
Obstacles, loose pavement, trash, and other debris on or near AOA. Construction debris (gravel, sand, mud, paving materials) on airport pavements may result in aircraft propeller, turbine engine, or tire damage. Also, loose			<input type="checkbox"/>

materials may blow about, potentially causing personal injury or equipment damage.			
Item	Action Required	or	None
Inappropriate or poorly maintained fencing during construction intended to deter human and animal intrusions into the AOA. Fencing and other markings that are inadequate to separate construction areas from open AOA create aviation hazards.			<input type="checkbox"/>
Improper or inadequate marking or lighting of runways (especially thresholds that have been displaced or runways that have been closed) and taxiways that could cause pilot confusion and provide a potential for a runway incursion. Inadequate or improper methods of marking, barricading, and lighting of temporarily closed portions of AOA create aviation hazards.			<input type="checkbox"/>
Wildlife attractants — such as trash (food scraps not collected from construction personnel activity), grass seeds, tall grass, or standing water — on or near airports.			
Obliterated or faded temporary markings on active operational areas.			<input type="checkbox"/>
Misleading or malfunctioning obstruction lights. Unlighted or unmarked obstructions in the approach to any open runway pose aviation hazards.			<input type="checkbox"/>
Failure to issue, update, or cancel NOTAMs about airport or runway closures or other construction related airport conditions.			<input type="checkbox"/>
Failure to mark and identify utilities or power cables. Damage to utilities and power cables during construction activity can result in the loss of runway / taxiway lighting; loss of navigation, visual, or approach aids; disruption of weather reporting services; and/or loss of communications.			<input type="checkbox"/>
Restrictions on ARFF access from fire stations to the runway / taxiway system or airport buildings.			
Lack of radio communications with construction vehicles in airport movement areas.			<input type="checkbox"/>
			<input type="checkbox"/>

Objects, regardless of whether they are marked or flagged, or activities anywhere on or near an airport that could be distracting, confusing, or alarming to pilots during aircraft operations.		
Item	Action Required	or None
Water, snow, dirt, debris, or other contaminants that temporarily obscure or derogate the visibility of runway/taxiway marking, lighting, and pavement edges. Any condition or factor that obscures or diminishes the visibility of areas under construction.		<input type="checkbox"/>
Spillage from vehicles (gasoline, diesel fuel, oil) on active pavement areas, such as runways, taxiways, aprons, and airport roadways.		<input type="checkbox"/>
Failure to maintain drainage system integrity during construction (for example, no temporary drainage provided when working on a drainage system).		
Failure to provide for proper electrical lockout and tagging procedures. At larger airports with multiple maintenance shifts/workers, construction contractors should make provisions for coordinating work on circuits.		<input type="checkbox"/>
Failure to control dust. Consider limiting the amount of area from which the Contractor is allowed to strip turf.		<input type="checkbox"/>
Exposed wiring that creates an electrocution or fire ignition hazard. Identify and secure wiring, and place it in conduit or bury it.		<input type="checkbox"/>
Site burning, which can cause possible obscuration.		<input type="checkbox"/>
Construction work taking place outside of designated work areas and out of phase.		<input type="checkbox"/>

APPENDIX 3

CONTRACTORS SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

(The SPCD Certification is located in the Proposal Section)

SAFETY PLAN COMPLIANCE DOCUMENT (SPCD)

Project Location: Orange County Airport, Montgomery, New York

Project Name: Snow Removal Equipment Storage Building Construction

General Statement:

The Construction Safety and Phasing Plan (CSPP), identified as Attachment “A” to Section 70-08, has been prepared in accordance with FAA Advisory Circular 150/5370-2G, *Operational Safety on Airports During Construction and the requirements of the Airport Owner*. The CSPP has been submitted to the FAA for review and comment. Any comments from the FAA which were received prior to bid opening have been incorporated into the CSPP.

In the event that the FAA transmits comments which require that the CSPP be revised after bid opening, I understand that I am obligated to abide by the conditions and statements contained in the revised CSPP. I further understand that I will be given the opportunity to evaluate the revised CSPP as it relates to my Contract and request appropriate compensation in accordance with the provisions of the Contract.

Supplemental Information:

Where the CSPP covers a subject and no additional information is needed, the statement below reads, “No supplemental information required”. Where additional information is required by the Contractor, the information shall be provided in the spaces below.

The section numbers below correspond with the section numbers in the CSPP.

3.1 Coordination

Statement: [Explain how you will distribute information and details of meetings to employees and subcontractors.]

3.2 Phasing

Statement: [List the number of days each Work Area will take. State the time and day work will start and finish for each work area.]

3.3 Areas and operations affected by the construction activity

Statement: Information is provided in the CSPP. No supplemental information is required.

3.4 Protection of NAVAIDs

Statement: Information is provided in the CSPP. No supplemental information is required.

3.5 Contractor Access

Security Statement: [Explain how you will maintain integrity of the Airport security fence at the access gate, e.g.: Gate guards, closed and locked gates, temporary fencing, etc.]

Training Statement: [List individuals who will receive driver training (for certificated Airports and as requested.)]

Communication Statement: [Identify types of radios, if any, you will use to communicate with drivers and personnel. Identify who will be monitoring radios. Identify a contact person and phone number if ATCT cannot reach the contractor's designated person by radio.]

Escort Statement: [Identify who will escort material delivery vehicles.]

3.6 Wildlife Management

Statement: [Identify who will be monitoring wildlife in the construction area. Identify who will be monitoring wildlife at the construction gate.]

3.7 Foreign Object Debris (FOD) Management

Statement: [Identify who will be preparing a FOD Management Plan. (Plan must be approved prior to the start of construction activities.)]

3.8 Hazardous material (HAZMAT) management

Statement: [Identify who will be preparing a Spill Prevention Plan. (Plan must be approved prior to the start of construction activities.)]

3.9 Notification of construction activities. Provide the following:

Key Personnel Statement: [Identify your key personnel points of contact with phone numbers.]

Emergency Contacts Statement: [Identify your emergency contacts with 24 hour phone numbers.]

Equipment Statement: [Part 77: Identify equipment you will be using that is taller than feet, including on-site batch plants. Identify the maximum height it will be extended to during construction for each Work Area and the expected duration. Identify when during the day it will be used.]

3.10 Inspection requirements.

Statement: [Identify the person who will be responsible for daily inspections to ensure conformance with the CSPP. Describe additional inspections you will employ, if any, to ensure conformance.]

3.11 Underground utilities.

Statement: [Discuss proposed methods of identifying and protecting underground utilities.]

3.12 Penalties

Statement: Information is provided in the CSPP. No supplemental information is required.

3.13 Special conditions.

Statement: [Identify who will be responsible for moving equipment and personnel from the work area and vacating the area in the event of a special condition listed in the CSPP.]

3.14 Runway and taxiway visual aids. Including marking, lighting, signs, and visual NAVAIDs.

Statement: Information is provided in the CSPP. No supplemental information is required.

3.15 Marking and signs for access routes. Discuss proposed methods of demarcating access routes for vehicle drivers.

Statement: Information is provided in the CSPP. No supplemental information is required.

3.16 Hazard marking and lighting.

Statement: [Identify who will be responsible for maintaining hazard marking and lighting. Include a 24 hour phone number.]

3.17 Protection of taxiway and runway safety areas. Include object free areas, obstacle free zones, approach/departure surfaces and safety areas as required. Discuss proposed methods of identifying, demarcating, and protecting Airport surfaces including:

Equipment and methods for maintaining Taxiway/Taxilane Safety Area standards.

Statement: Information is provided in the CSPP. No supplemental information is required.

Equipment and methods for separation of construction operations from aircraft operations, including details of barricades.

Statement: Information is provided in the CSPP. No supplemental information is required.

3.18 Other limitations on construction.

Other limitations are identified in the CSPP and do not require an entry in this document.

APPENDIX 4

SPOIL DEPOSITION RELEASE FORM

SPOILS DEPOSITION RELEASE FORM

To: _____ (AIRPORT OWNER), and
____ (RPR).

Project: _____

This SPOILS DEPOSITION RELEASE FORM is being forwarded to the above referenced AIRPORT OWNER and RPR to satisfy the Contract Documents governing the above referenced project. Pursuant to the Contract Documents, LANDOWNER has granted permission to CONTRACTOR to deposit spoils at LANDOWNER'S property located at _____
_____ (give specific location).

Further, CONTRACTOR hereby agrees to the greatest extent of the law, to release, indemnify, hold harmless, and defend the AIRPORT OWNER and RPR from any and all damage, liability, or cost (including reasonable attorney's fees and cost of defense) to the extent caused by or arising out of the deposition of the spoils on LANDOWNER'S property.

CONTRACTOR:

LANDOWNER:

Signature

Signature

Written Name & Title

Written Name & Title

Company Name

Company Name

Mailing Address (Street Name and Number)

Mailing Address (Street Name and Number)

City, State, Zip Code

City, State, Zip Code

Daytime Phone Number (Include Area Code)

Daytime Phone Number (Include Area Code)

Date

Date

Section 80 Execution and Progress

80-01 Subletting of Contract. The Owner will not recognize any subcontractor on the work. The Contractor shall at all times when work is in progress be represented either in person, by a qualified superintendent, or by other designated, qualified representative who is duly authorized to receive and execute orders of the Resident Project Representative (RPR).

The Contractor shall perform, with its organization, an amount of work equal to at least twenty-five percent (25%) of the total Contract cost.

Should the Contractor elect to assign their Contract, said assignment shall be concurred in by the surety, shall be presented for the consideration and approval of the Owner, and shall be consummated only on the written approval of the Owner as per New York State General Municipal Law §109.

The Contractor shall provide copies of all subcontracts to the RPR fourteen (14) days prior to being utilized on the project. As a minimum, the information shall include the following:

- Subcontractor's legal company name.
- Subcontractor's legal company address, including County name.
- Principal contact person's name, telephone and fax number.
- Complete narrative description, and dollar value of the work to be performed by the subcontractor.
- Copies of required insurance certificates in accordance with the specifications.
- Minority/ non-minority status.

80-02 Notice to proceed (NTP). The Owners notice to proceed will state the date on which Contract Time commences. The Contractor is expected to commence project operations within one (1) day of the NTP date. The Contractor shall notify the RPR at least 24 hours in advance of the time Contract operations begins. The Contractor shall not commence any actual operations prior to the date on which the notice to proceed is issued by the Owner.

80-03 Execution and progress. Unless otherwise specified, the Contractor shall submit their coordinated construction schedule showing all work activities for the RPR's review and acceptance at least 10 days prior to the start of work. The Contractor's progress schedule, once accepted by the RPR, will represent the Contractor's baseline plan to accomplish the project in accordance with the terms and conditions of the Contract. The RPR will compare actual Contractor progress against the baseline schedule to determine that status of the Contractor's performance. The Contractor shall provide sufficient materials, equipment, and labor to guarantee the completion of the project in accordance with the plans and specifications within the time set forth in the proposal.

If the Contractor falls significantly behind the submitted schedule, the Contractor shall, upon the RPR's request, submit a revised schedule for completion of the work within the Contract Time and modify their operations to provide such additional materials, equipment, and labor necessary to meet the revised schedule. Should the execution of the work be discontinued for any reason, the Contractor shall notify the RPR at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the NTP is issued by the Owner.

The Contractor shall maintain the work schedule and provide an update and analysis of the progress schedule on a twice monthly basis, or as otherwise specified in the Contract. Submission of the work schedule shall not relieve the Contractor of overall responsibility for scheduling, sequencing, and coordinating all work to comply with the requirements of the Contract.

80-04 Limitation of operations. The Contractor shall control their operations and the operations of their subcontractors and all suppliers to provide for the free and unobstructed movement of aircraft in the air operations areas (AOA) of the Airport.

When the work requires the Contractor to conduct their operations within an AOA of the Airport, the work shall be coordinated with Airport operations (through the RPR) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the RPR and until the necessary temporary marking, signage and associated lighting is in place as provided in Section 70, paragraph 70-08, *Construction Safety and Phasing Plan (CSPP)*.

When the Contract work requires the Contractor to work within an AOA of the Airport on an intermittent basis (intermittent opening and closing of the AOA), the Contractor shall maintain constant communications as specified; immediately obey all instructions to vacate the AOA; and immediately obey all instructions to resume work in such AOA. Failure to maintain the specified communications or to obey instructions shall be cause for suspension of the Contractor's operations in the AOA until satisfactory conditions are provided. The areas of the AOA identified in the Construction Safety Phasing Plan (CSPP) and as listed below, cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis and will therefore be closed to aircraft operations intermittently as follows:

See Attachment "A" to Section 70, paragraph 70-08 - Construction Safety and Phasing Plan (CSPP) at the end of Section 70.

The Contractor shall be required to conform to safety standards contained in AC 150/5370-2G, Operational Safety on Airports During Construction and the approved CSPP.

80-04.1 Operational Safety on Airport During Construction. All Contractors' operations shall be conducted in accordance with the approved project Construction Safety and Phasing Plan (CSPP) and the Safety Plan Compliance Document (SPCD) and the provisions set forth within the current version of AC 150/5370-2G, Operational Safety on Airports During Construction. The CSPP included within the Contract documents conveys minimum requirements for operational safety on the Airport during construction activities. The Contractor shall prepare and submit a SPCD that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary safety plan measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the safety plan measures.

The Contractor is responsible to the Owner for the conduct of all subcontractors it employs on the project. The Contractor shall assure that all subcontractors are made aware of the requirements of the CSPP and SPCD and that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP and SPCD unless approved in writing by the Owner. The necessary coordination actions to review Contractor proposed modifications to an approved CSPP or approved SPCD can require a significant amount of time.

If the Contractor requests changes to the CSPP and the requested changes are acceptable to the Owner, the Engineer, and the RPR, the Engineer will request a modification to the CSPP from the FAA. The Contractor shall plan on a minimum of 90 days for this process to be completed. No deviation to the original CSPP shall be made without FAA approval.

80-05 Character of workers, methods, and equipment. The Contractor shall, at all times, employ sufficient labor and equipment for prosecuting the work to full completion in the manner and time required by the Contract, plans, and specifications.

All workers shall have sufficient skill and experience to perform properly the work assigned to them. Workers engaged in special work or skilled work shall have sufficient experience in such work and in the operation of the equipment required to perform the work satisfactorily.

Any person employed by the Contractor or by any subcontractor who violates any operational regulations or operational safety requirements and, in the opinion of the RPR, does not perform its work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the RPR, be removed immediately by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the RPR.

Should the Contractor fail to remove such person or persons or fail to furnish suitable and sufficient personnel for the proper execution of the work, the RPR may suspend the work by written notice until compliance with such orders.

All equipment that is proposed to be used on the work shall be of sufficient size and in such mechanical condition as to meet requirements of the work and to produce a satisfactory quality of work. Equipment used on any portion of the work shall not cause injury to previously completed work, adjacent property, or existing Airport facilities due to its use.

When the methods and equipment to be used by the Contractor in accomplishing the work are not prescribed in the Contract, the Contractor is free to use any methods or equipment that will accomplish the work in conformity with the requirements of the Contract, plans, and specifications.

When the Contract specifies the use of certain methods and equipment, such methods and equipment shall be used unless otherwise authorized by the RPR. If the Contractor desires to use a method or type of equipment other than specified in the Contract, the Contractor may request authority from the RPR to do so. The request shall be in writing and shall include a full description of the methods and equipment proposed and of the reasons for desiring to make the change. If approval is given, it will be on the condition that the Contractor will be fully responsible for producing work in conformity with Contract requirements. If, after trial use of the substituted methods or equipment, the RPR determines that the work produced does not meet Contract requirements, the Contractor shall discontinue the use of the substitute method or equipment and shall complete the remaining work with the specified methods and equipment. The Contractor shall remove any deficient work and replace it with work of specified quality, or take such other corrective action as the RPR may direct. No change will be made in basis of payment for the Contract items involved nor in Contract Time as a result of authorizing a change in methods or equipment under this paragraph.

80-06 Temporary suspension of the work. The Owner shall have the authority to suspend the work wholly, or in part, for such period or periods the Owner may deem necessary, due to unsuitable weather, or other conditions considered unfavorable for the execution of the work, or for such time necessary due to the failure on the part of the Contractor to carry out orders given or perform any or all provisions of the Contract.

In the event that the Contractor is ordered by the Owner, in writing, to suspend work for some unforeseen cause not otherwise provided for in the Contract and over which the Contractor has no control, the Contractor may be reimbursed for actual money expended on the work during the period of shutdown. No allowance will be made for anticipated profits. The period of shutdown shall be computed from the effective date of the written order to suspend work to the effective date of the written order to resume the work. Claims for such compensation shall be filed with the RPR within the time period stated in the RPR's order to resume work. The Contractor shall submit with their own claim information substantiating the amount shown on the claim. The RPR will forward the Contractor's claim to the Owner for consideration in

accordance with local laws or ordinances. No provision of this article shall be construed as entitling the Contractor to compensation for delays due to inclement weather or for any other delay provided for in the Contract, plans, or specifications.

If it becomes necessary to suspend work for an indefinite period, the Contractor shall store all materials in such manner that they will not become an obstruction nor become damaged in any way. The Contractor shall take every precaution to prevent damage or deterioration of the work performed and provide for normal drainage of the work. The Contractor shall erect temporary structures where necessary to provide for traffic on, to, or from the Airport.

80-07 Determination and extension of Contract Time. The number of calendar days shall be stated in the proposal and Contract and shall be known as the Contract Time.

If the Contract Time requires extension for reasons beyond the Contractor's control, it shall be adjusted as follows: **Contract Time based on calendar days.** Contract Time based on calendar days shall consist of the number of calendar days stated in the Contract counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

At the time of final payment, the Contract Time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the Contract Time shall not consider either cost of work or the extension of Contract Time that has been covered by a change order or supplemental agreement. Charges against the Contract Time will cease as of the date of final acceptance.

Contract Time based on calendar days. Contract Time based on calendar days shall consist of the number of calendar days stated in the Contract for each work area, counting from the effective date of the Notice to Proceed and including all Saturdays, Sundays, holidays, and non-work days. All calendar days elapsing between the effective dates of the Owner's orders to suspend and resume all work, due to causes not the fault of the Contractor, shall be excluded.

Time charged against the first work area shall begin on the date stated in the written Notice to Proceed. Time charged against subsequent work areas shall begin on the date and time stated in the NOTAMS issued for closure of the affected Work Area, at which time the Contractor may begin to place barricades, temporary jumpers, etc. for that Work Area.

Time charged against an individual Work Area shall end when the Engineer deems that work is substantially complete. Substantial completion of work in an individual Work Area is defined as the Work Area being fully operational and open to aircraft traffic, all barricades affecting the Work Area are removed, all temporary jumpers affecting the Work Area are removed, all pavements in the Work Area are cleaned, and NOTAMS affecting the completed Work Area are cancelled.

At the time of final payment, the Contract Time shall be increased in the same proportion as the cost of the actually completed quantities bears to the cost of the originally estimated quantities in the proposal. Such increase in the Contract Time shall not consider either cost of work or the extension of Contract Time that has been covered by a change order or supplemental agreement. Charges against the Contract Time will cease as of the date of final acceptance.

80-08 Failure to complete on time. (See the Contract Drawings for Section 80, paragraph 80-08 verbiage.) For Contract Time based on calendar days or completion date, each calendar day that any work remains uncompleted after the Contract Time (including all extensions and adjustments as provided in Section 80, paragraph 80-07, *Determination and Extension of Contract Time*) the applicable sum specified in the chart below as liquidated damages (LD) will be deducted from any money due or to become due the Contractor or their own surety. Such deducted sums shall not be deducted as a penalty but shall be considered as

liquidation of a reasonable portion of damages including but not limited to additional engineering services that will be incurred by the Owner should the Contractor fail to complete the work in the time provided in their Contract.

Schedule	Liquidated Damages Cost	Allowed Construction Time
Total Contract	\$1,500	120 Calendar Days
Work Area 1	\$1,500	105 Calendar Days
Work Area 2	\$1,500	15 Calendar Days

Permitting the Contractor to continue and finish the work or any part of it after the time fixed for its completion, or after the date to which the time for completion may have been extended, will in no way operate as a waiver on the part of the Owner of any of its rights under the Contract.

80-09 Default and termination of Contract. The Contractor shall be considered in default of their Contract and such default will be considered as cause for the Owner to terminate the Contract for any of the following reasons, if the Contractor:

- a. Fails to begin the work under the Contract within the time specified in the Notice to Proceed, or
- b. Fails to perform the work or fails to provide sufficient workers, equipment and/or materials to assure completion of work in accordance with the terms of the Contract, or
- c. Performs the work unsuitably or neglects or refuses to remove materials or to perform anew such work as may be rejected as unacceptable and unsuitable, or
- d. Discontinues the execution of the work, or
- e. Fails to resume work which has been discontinued within a reasonable time after notice to do so, or
- f. Becomes insolvent or is declared bankrupt, or commits any act of bankruptcy or insolvency, or
- g. Allows any final judgment to stand against the Contractor unsatisfied for a period of 10 days, or
- h. Makes an assignment for the benefit of creditors, or
- i. For any other cause whatsoever, fails to carry on the work in an acceptable manner.

Should the Owner consider the Contractor in default of the Contract for any reason above, the Owner shall immediately give written notice to the Contractor and the Contractor's surety as to the reasons for considering the Contractor in default and the Owner's intentions to terminate the Contract.

If the Contractor or surety, within a period of 10 days after such notice, does not proceed in accordance therewith, then the Owner will, upon written notification from the RPR of the facts of such delay, neglect, or default and the Contractor's failure to comply with such notice, have full power and authority without violating the Contract, to take the execution of the work out of the hands of the Contractor. The Owner may appropriate or use any or all materials and equipment that have been mobilized for use in the work and are acceptable and may enter into an agreement for the completion of said Contract according to the terms and provisions thereof, or use such other methods as in the opinion of the RPR will be required for the completion of said Contract in an acceptable manner.

All costs and charges incurred by the Owner, together with the cost of completing the work under Contract, will be deducted from any monies due or which may become due the Contractor. If such expense exceeds the sum which would have been payable under the Contract, then the Contractor and the surety shall be liable and shall pay to the Owner the amount of such excess.

80-10 Termination for national emergencies. The Owner shall terminate the Contract or portion thereof by written notice when the Contractor is prevented from proceeding with the construction Contract as a direct result of an Executive Order of the President with respect to the execution of war or in the interest of national defense.

When the Contract, or any portion thereof, is terminated before completion of all items of work in the Contract, payment will be made for the actual number of units or items of work completed at the Contract price or as mutually agreed for items of work partially completed or not started. No claims or loss of anticipated profits shall be considered.

Reimbursement for organization of the work, and other overhead expenses, (when not otherwise included in the Contract) and moving equipment and materials to and from the job will be considered, the intent being that an equitable settlement will be made with the Contractor.

Acceptable materials, obtained or ordered by the Contractor for the work and that are not incorporated in the work shall, at the option of the Contractor, be purchased from the Contractor at actual cost as shown by receipted bills and actual cost records at such points of delivery as may be designated by the RPR.

Termination of the Contract or a portion thereof shall neither relieve the Contractor of their responsibilities for the completed work nor shall it relieve their surety of its obligation for and concerning any just claim arising out of the work performed.

80-11 Work area, storage area and sequence of operations. The Contractor shall obtain approval from the RPR prior to beginning any work in all areas of the Airport. No operating runway, taxiway, or air operations area (AOA) shall be crossed, entered, or obstructed while it is operational. The Contractor shall plan and coordinate work in accordance with the approved CSPP and SPCD.

END OF SECTION 80

Section 90 Measurement and Payment

90-01 Measurement of quantities. The work of this Contract shall be completed under the single lump sum bid for a four (4) separate, prime contracts for construction of the Snow Removal Equipment (SRE) Storage Building, at Orange County Airport. The four (4) separate prime contracts shall be General Construction, Mechanical Construction, Plumbing Construction and Electrical Construction. All work completed under the contracts will be measured by the RPR, or their authorized representatives, using United States Customary Units of Measurement and to verify quantities of materials and work by the three Prime Contractors and Subcontractors. **Hereinafter, “contract” or “Contract” shall mean all of the individual prime contracts, as listed above.**

The method of measurement and computations to be used in determination of quantities of material furnished and of work performed under the contract will be those methods generally recognized as conforming to good engineering practice.

Unless otherwise specified, longitudinal measurements for area computations will be made horizontally, and no deductions will be made for individual fixtures (or leave-outs) having an area of 9 square feet (0.8 square meters) or less. Unless otherwise specified, transverse measurements for area computations will be the neat dimensions shown on the plans or ordered in writing by the RPR.

Unless otherwise specified, all contract items which are measured by the linear foot such as electrical ducts, conduits, pipe culverts, underdrains, and similar items shall be measured parallel to the base or foundation upon which such items are placed.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract. When a complete structure or structural unit (in effect, “lump sum” work) is specified as the unit of measurement, the unit will be construed to include all necessary fittings and accessories.

When requested by the Contractor and approved by the RPR in writing, material specified to be measured by the cubic yard (cubic meter) may be weighed, and such weights will be converted to cubic yards (cubic meters) for payment purposes. Factors for conversion from weight measurement to volume measurement will be determined by the RPR and shall be agreed to by the Contractor before such method of measurement of pay quantities is used.

Measurement and Payment Terms

Term	Description
Excavation and Embankment Volume	In computing volumes of excavation, the average end area method will be used unless otherwise specified.
Measurement and Proportion by Weight	The term “ton” will mean the short ton consisting of 2,000 pounds (907 kg) avoirdupois. All materials that are measured or proportioned by weights shall be weighed on accurate, independently certified scales by competent, qualified personnel at locations designated by the RPR. If material is shipped by rail, the car weight may be accepted provided that only the actual weight of material is paid for. However, car weights will not be acceptable for material to be passed through mixing plants. Trucks used to haul material

Term	Description
	being paid for by weight shall be weighed empty daily at such times as the RPR directs, and each truck shall bear a plainly legible identification mark.
Measurement by Volume	Materials to be measured by volume in the hauling vehicle shall be hauled in approved vehicles and measured therein at the point of delivery. Vehicles for this purpose may be of any size or type acceptable for the materials hauled, provided that the body is of such shape that the actual contents may be readily and accurately determined. All vehicles shall be loaded to at least their water level capacity, and all loads shall be leveled when the vehicles arrive at the point of delivery.
Asphalt Material	Asphalt materials will be measured by the gallon (liter) or ton (kg). When measured by volume, such volumes will be measured at 60°F (16°C) or will be corrected to the volume at 60°F (16°C) using ASTM D1250 for asphalts. Net certified scale weights or weights based on certified volumes in the case of rail shipments will be used as a basis of measurement, subject to correction when asphalt material has been lost from the car or the distributor, wasted, or otherwise not incorporated in the work. When asphalt materials are shipped by truck or transport, net certified weights by volume, subject to correction for loss or foaming, will be used for computing quantities.
Cement	Cement will be measured by the ton (kg) or hundredweight (km).
Structure	Structures will be measured according to neat lines shown on the plans or as altered to fit field conditions.
Timber	Timber will be measured by the thousand feet board measure (MFBM) actually incorporated in the structure. Measurement will be based on nominal widths and thicknesses and the extreme length of each piece.
Plates and Sheets	The thickness of plates and galvanized sheet used in the manufacture of corrugated metal pipe, metal plate pipe culverts and arches, and metal cribbing will be specified and measured in decimal fraction of inch.
Miscellaneous Items	When standard manufactured items are specified such as fence, wire, plates, rolled shapes, pipe conduit, etc., and these items are identified by gauge, unit weight, section dimensions, etc., such identification will be considered to be nominal weights or dimensions. Unless more stringently controlled by tolerances in cited specifications, manufacturing tolerances established by the industries involved will be accepted.
Scales	<p>Scales must be tested for accuracy and serviced before use. Scales for weighing materials which are required to be proportioned or measured and paid for by weight shall be furnished, erected, and maintained by the Contractor, or be certified permanently installed commercial scales. Platform scales shall be installed and maintained with the platform level and rigid bulkheads at each end.</p> <p>Scales shall be accurate within 0.5% of the correct weight throughout the range of use. The Contractor shall have the scales checked under the observation of the RPR before beginning work and at such other times as requested. The intervals shall be uniform in spacing throughout the graduated or marked length of the beam or dial and shall not exceed 0.1% of the nominal rated capacity of the scale, but not less than one pound (454 grams). The use of spring balances will not be permitted.</p> <p>In the event inspection reveals the scales have been “overweighing” (indicating more than correct weight) they will be immediately adjusted. All materials received</p>

Term	Description
	<p>subsequent to the last previous correct weighting-accuracy test will be reduced by the percentage of error in excess of 0.5%.</p> <p>In the event inspection reveals the scales have been under-weighting (indicating less than correct weight), they shall be immediately adjusted. No additional payment to the Contractor will be allowed for materials previously weighed and recorded.</p> <p>Beams, dials, platforms, and other scale equipment shall be so arranged that the operator and the RPR can safely and conveniently view them.</p> <p>Scale installations shall have available ten standard 50-pound (2.3 km) weights for testing the weighing equipment or suitable weights and devices for other approved equipment.</p> <p>All costs in connection with furnishing, installing, certifying, testing, and maintaining scales; for furnishing check weights and scale house; and for all other items specified in this subsection, for the weighing of materials for proportioning or payment, shall be included in the unit contract prices for the various items of the project.</p>
Rental Equipment	<p>Rental of equipment will be measured by time in hours of actual working time and necessary traveling time of the equipment within the limits of the work. Special equipment ordered in connection with extra work will be measured as agreed in the change order or supplemental agreement authorizing such work as provided in Section 90, paragraph 90-05 <i>Payment for Extra Work</i>.</p>
Pay Quantities	<p>When the estimated quantities for a specific portion of the work are designated as the pay quantities in the contract, they shall be the final quantities for which payment for such specific portion of the work will be made, unless the dimensions of said portions of the work shown on the plans are revised by the RPR. If revised dimensions result in an increase or decrease in the quantities of such work, the final quantities for payment will be revised in the amount represented by the authorized changes in the dimensions.</p>

90-02 Scope of payment. The Contractor shall receive and accept compensation provided for in the contract as full payment for furnishing all materials, for performing all work under the contract in a complete and acceptable manner, and for all risk, loss, damage, or expense of whatever character arising out of the nature of the work or the execution thereof, subject to the provisions of Section 70, paragraph 70-18, *No Waiver of Legal Rights*.

When the “basis of payment” subsection of a technical specification requires that the contract price (price bid) include compensation for certain work or material essential to the item, this same work or material will not also be measured for payment under any other contract item which may appear elsewhere in the contract, plans, or specifications.

90-03 Compensation for altered quantities. When the accepted quantities of work vary from the quantities in the proposal, the Contractor shall accept as payment in full, so far as contract items are concerned, payment at the original contract price for the accepted quantities of work actually completed and accepted. No allowance, except as provided for in Section 40, paragraph 40-02, *Alteration of Work and Quantities*, will be made for any increased expense, loss of expected reimbursement, or loss of anticipated profits suffered or claimed by the Contractor which results directly from such alterations or indirectly from their own unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in Section 40, paragraph 40-03, *Omitted Items*, the RPR shall have the right to omit from the work (order nonperformance) any contract item, except major contract items, in the best interest of the Owner.

Should the RPR omit or order nonperformance of a contract item or portion of such item from the work, the Contractor shall accept payment in full at the contract prices for any work actually completed and acceptable prior to the RPR's order to omit or non-perform such contract item.

Acceptable materials ordered by the Contractor or delivered on the work prior to the date of the RPR's order will be paid for at the actual cost to the Contractor and shall thereupon become the property of the Owner.

In addition to the reimbursement hereinbefore provided, the Contractor shall be reimbursed for all actual costs incurred for the purpose of performing the omitted contract item prior to the date of the RPR's order. Such additional costs incurred by the Contractor must be directly related to the deleted contract item and shall be supported by certified statements by the Contractor as to the nature the amount of such costs.

90-05 Payment for extra work. Extra work, performed in accordance with Section 40, paragraph 40-04, *Extra Work*, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

Payment for extra work for "agreed prices" and for "time and materials" work shall be based on the following:

- 1. Agreed Price/Time and Materials Work.** All agreed price and time and materials work shall be approved by the Owner and the FAA prior to proceeding with the work. The Engineer and Contractor shall be responsible for tracking the number of employees, number of hours and classification of each employee, numbers of hours that equipment is utilized and materials utilized for the extra work that is paid utilizing time and materials work.
 - a. Miscellaneous.** No additional allowance will be made for general superintendence, the use of small tools, or other costs for which no specific allowance is herein provided.
 - b. Comparison of Record.** The Contractor and the Engineer shall compare records of the cost of agreed price/time and materials work at the end of each day. Agreement shall be indicated by signature of the Contractor and the Engineer or their duly authorized representatives.
 - c. Statement.** No payment will be made for work performed on an agreed price/time and materials basis until the Contractor has furnished the Engineer with duplicate itemized statements of the cost of such agreed price/time and materials work detailed as follows:
 - (1)** Name, classification, date, daily hours, total hours, rate and extension for each laborer and foreman.
 - (2)** Designation, dates, daily hours, total hours, rental rate, and extension for each unit of machinery and equipment.
 - (a)** Contractor Owned Equipment Trucks and Plant.- Contractor shall be reimbursed for its ownership costs and for its operating costs for self owned equipment at the rates listed in the Rental Rate Blue Book published by Dataquest, Inc. applied in the following manner as modified by the "Rate Adjustment Table":
 - (i)** Ownership Costs -- It is mutually understood that the rates for ownership costs reimburse the Contractor for all non-operating costs of owning the equipment, truck or plant including depreciation on the original purchase, insurance, applicable taxes, interest on investment, storage, overhead, repairs, moving the equipment onto and away from the project or work site, and profit. Reimbursement will be made for the hours of actual use as described below.

- (ii) Less than 8 hours of actual use, the product of the actual number of hours used or fraction thereof multiplied by the hourly rate, or the daily rate, whichever is less.
 - (iii) Between 8 hours and 40 hours of actual use, the product of the actual number of hours used divided by 8 multiplied by the daily rate, or the weekly rate, whichever is less.
 - (iv) Between 40 and 176 hours of actual use, the product of the actual number of hours used divided by 40 multiplied by the weekly rate, or the monthly rate, whichever is less.
 - (v) Over 176 hours of actual use, the product of the actual number of hours used divided by 176 multiplied by the monthly rate.
 - (vi) Operating Costs -- The rate for operating costs includes fuel, lubricants, other operating expendables, and preventative and field maintenance. Operating cost does not include the operator's wages. The Contractor shall be reimbursed the product of the number of hours of actual use multiplied by the Estimated Operating Cost/Hour.
 - (vii) The rates used shall be those in effect at the time the agreed price/time and materials work is done as reflected in the then current publication of the Rental Rate Blue Book. When agreed price/time and materials type analysis are used to establish agreed prices in accordance with paragraph A above, the rates used shall be those in effect when the agreed price is developed by the Contractor.
 - (viii) In the event that a rate is not established in the Rental Rate Blue Book for a particular piece of equipment, truck or plant, the Engineer shall establish rates for ownership costs and operating costs for that piece of equipment, truck or plant that is consistent with its cost and expected life.
 - (ix) The geographic Regional Adjustment Factor shown in the map at the beginning of each section of the Rental Rate Blue Book shall not be applied to the equipment rates subsequently listed in each section, and shall not be used as a basis for payment.
- (b) Rented Equipment, Trucks and Plant –
- (i) In the event that the Contractor does not own a specific type of equipment and must obtain it by rental, it shall be paid the actual rental rate for the equipment for the time that the equipment is used to accomplish the work or is required by the Engineer to be present, not to exceed the adjusted rental rate in the Rental Rate Blue Book, plus the reasonable cost of moving the equipment onto and away from the project site.
 - (ii) The Contractor shall also be reimbursed for the operating cost of the equipment unless reflected in the rental price. Such operating cost shall be determined in the same manner as specified for Contractor Owned Equipment above.
 - (iii) In the event that area practice dictates the rental of equipment with an operator or fully fueled and maintained equipment, truck or plants, payment will be made on the basis of an invoice for the rental of the equipment with an operator, fully fueled and/or maintained equipment, trucks or plants including all costs incidental to its use, including costs of moving to and from the site, provided the rated is substantiated by area practice.

- (c) **Maximum Amount Payable** -- The maximum amount of reimbursement for the ownership costs of Contractor owned or the rental cost of rented equipment, trucks or plant is limited to the original purchase price of the equipment, truck or plant for any agreed price/time and materials work as listed in the Green Guide for Construction Equipment published by the Dataquest, Inc. In the specific event when the ownership or rental reimbursement is limited by the original purchase price, the Contractor shall, nevertheless, be reimbursed for the operating Cost/Hour for each hour of actual use.
- (3) Quantities of materials, prices, and extensions.
- (4) Transportation of materials.
- (5) **Overhead and Profit.** If any of the work is performed by a subcontractor, the Contractor shall be paid the actual and reasonable cost of such subcontracted work computed as outlined in a through d above, or on such other basis as may be approved by the Owner. Subcontractor profit and overhead shall be paid as outlined in this section, plus an additional allowance of five percent (5%) of materials and direct labor to cover the Contractor's profit, superintendence, administration, insurance and other overhead. For the purposes of computing overhead and profit, only one level or tier of subcontractors will be allowed.

Overhead shall be defined to include, but not be limited to:

- premium on bonds;
- premium on insurance required by workman's compensation insurance, public liability and property damage insurance, unemployment insurance, social security tax, and other payroll taxes and such reasonable charges that are paid by the Contractor pursuant to written agreement with his/her employee;
- all salary and expenses of executive officers, supervising officers or supervising employees;
- all clerical or stenographic employees;
- all charges for minor equipment, such as small tools, including shovels, picks, axes, saws, bars, sledges, lanterns, jacks, cables, pails, wrenches, etc. and other miscellaneous supplies and services;
- all drafting room accessories such as paper, tracing cloth, blueprinting, etc.

Overhead and profit cost shall be computed at 20 percent of the following:

- Total Direct Labor Cost (actual hours worked multiplied by the basic hourly wage rate) plus supplemental benefits payments, payroll taxes, insurance payments and other labor related fringe benefit payments as defined in 'a' above, but not including the overtime additive payments. Overhead and profit shall not be paid on the premium portion of overtime.
- Total Cost of Materials as defined in c and d above.

90-06 Partial payments. Partial payments will be made to the Contractor at least once each month as the work progresses. Said payments will be based upon estimates, prepared by the RPR, of the value of the work performed and materials complete and in place, in accordance with the contract, plans, and specifications. Such partial payments may also include the delivered actual cost of those materials stockpiled and stored in accordance with Section 90, paragraph 90-07, *Payment for Materials on Hand*. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

a. From the total of the amount determined to be payable on a partial payment, five percent (5%) of such total amount will be deducted and retained by the Owner for protection of the Owner's interests. Unless otherwise instructed by the Owner, the amount retained by the Owner will be in effect until the final payment is made except as follows:

(1) Contractor may request release of retainage on work that has been partially accepted by the Owner in accordance with Section 50, paragraph 50-03 *Coordination of Contract, plans, and specifications*. Contractor must provide a certified invoice to the RPR that supports the value of retainage held by the Owner for partially accepted work.

(2) To receive retainage prior to Final Payment, the Contractor may, at its option, deposit bonds with the Owner's Commissioner of Finance and pay all related fees in accordance with New York State General Municipal Law §106.

b. The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 7 days after the Contractor has received a partial payment. Contractor must provide the Owner evidence of prompt and full payment of retainage held by the prime Contractor to the subcontractor within 7 days after the subcontractor's work is satisfactorily completed. A subcontractor's work is satisfactorily completed when all the tasks called for in the subcontract have been accomplished and documented as required by the Owner. When the Owner has made an incremental acceptance of a portion of a prime contract, the work of a subcontractor covered by that acceptance is deemed to be satisfactorily completed.

c. When at least 95% of the work has been completed to the satisfaction of the RPR, the RPR shall, at the Owner's discretion and with the consent of the surety, prepare estimates of both the contract value and the cost of the remaining work to be done. The Owner may retain an amount not less than twice the contract value or estimated cost, whichever is greater, of the work remaining to be done. The remainder, less all previous payments and deductions, will then be certified for payment to the Contractor.

It is understood and agreed that the Contractor shall not be entitled to demand or receive partial payment based on quantities of work in excess of those provided in the proposal or covered by approved change orders or supplemental agreements, except when such excess quantities have been determined by the RPR to be a part of the final quantity for the item of work in question.

No partial payment shall bind the Owner to the acceptance of any materials or work in place as to quality or quantity. All partial payments are subject to correction at the time of final payment as provided in Section 90, paragraph 90-09, *Acceptance and Final Payment*.

The Contractor shall deliver to the Owner a complete release of all claims for labor and material arising out of this contract before the final payment is made. If any subcontractor or supplier fails to furnish such a release in full, the Contractor may furnish a bond or other collateral satisfactory to the Owner to indemnify the Owner against any potential lien or other such claim. The bond or collateral shall include all costs, expenses, and attorney fees the Owner may be compelled to pay in discharging any such lien or claim.

No partial payments will be made for work items lacking approved submittals, or lacking acceptable manufacturer's material certifications.

Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Airport Sponsor. This clause applies to both DBE and non-DBE subcontractors.

Contractors shall include in their subcontracts language providing that Contractors and subcontractors will use appropriate alternative dispute resolution mechanisms to resolve payment disputes.

The Contractor will not be reimbursed for work performed by subcontractors unless and until the Contractor ensures that the subcontractors are promptly paid for the work they have performed.

The same requirement for prompt payment shall be applied to all tier subcontractors.

90-07 Payment for materials on hand. Partial payments may be made to the extent of the delivered cost of materials to be incorporated in the work, provided that such materials meet the requirements of the contract, plans, and specifications and are delivered to acceptable sites on the airport property or at other sites in the vicinity that are acceptable to the Owner. Such delivered costs of stored or stockpiled materials may be included in the next partial payment after the following conditions are met:

a. The material has been stored or stockpiled in a manner acceptable to the RPR at or on an approved site.

b. The Contractor has furnished the RPR with acceptable evidence of the quantity and quality of such stored or stockpiled materials.

c. The Contractor has furnished the RPR with satisfactory evidence that the material and transportation costs have been paid.

d. The Contractor has furnished the Owner legal title (free of liens or encumbrances of any kind) to the material stored or stockpiled.

e. The Contractor has furnished the Owner evidence that the material stored or stockpiled is insured against loss by damage to or disappearance of such materials at any time prior to use in the work.

It is understood and agreed that the transfer of title and the Owner's payment for such stored or stockpiled materials shall in no way relieve the Contractor of their responsibility for furnishing and placing such materials in accordance with the requirements of the contract, plans, and specifications.

In no case will the amount of partial payments for materials on hand exceed the contract price for such materials or the contract price for the contract item in which the material is intended to be used.

No partial payment will be made for stored or stockpiled living or perishable plant materials.

The Contractor shall bear all costs associated with the partial payment of stored or stockpiled materials in accordance with the provisions of this paragraph..

90-08 Payment of withheld funds. Retainage may be released if the Contractor deposits bonds with the Owner's Commissioner of Finance and pays all related fees in accordance with New York State General Municipal Law §106.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of Section 50, paragraph 50-15, *Final Acceptance*, the RPR will prepare the final estimate of the items of work actually performed. The Contractor shall approve the RPR's final estimate or advise the RPR of the Contractor's objections to the final estimate which are based on disputes in measurements or computations of the final quantities to be paid under the contract as amended by change order or supplemental agreement. The Contractor and the RPR shall resolve all disputes (if any) in the measurement and computation of final quantities to be paid within 30 calendar days of the Contractor's receipt of the RPR's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the RPR's estimate under protest of the quantities in dispute, and such disputed quantities shall be considered by the Owner as a claim in accordance with Section 50, paragraph 50-16, *Claims for Adjustment and Disputes*.

After the Contractor has approved, or approved under protest, the RPR's final estimate, and after the RPR's receipt of the project closeout documentation required in Section 90, paragraph 90-11, *Contractor Final Project Documentation*, final payment will be processed based on the entire sum, or the undisputed sum in case of approval under protest, determined to be due the Contractor less all previous payments and all amounts to be deducted under the provisions of the contract. All prior partial estimates and payments shall be subject to correction in the final estimate and payment.

If the Contractor has filed a claim for additional compensation under the provisions of Section 50, paragraph 50-16, *Claims for Adjustments and Disputes*, or under the provisions of this paragraph, such claims will be considered by the Owner in accordance with local laws or ordinances. Upon final adjudication of such claims, any additional payment determined to be due the Contractor will be paid pursuant to a supplemental final estimate.

90-10 Construction warranty.

a. In addition to any other warranties in this contract, the Contractor warrants that work performed under this contract conforms to the contract requirements and is free of any defect in equipment, material, workmanship, or design furnished, or performed by the Contractor or any subcontractor or supplier at any tier.

b. This warranty shall continue for a period of one year from the date of final acceptance of the work, except as noted. If the Owner takes possession of any part of the work before final acceptance, this warranty shall continue for a period of one year from the date the Owner takes possession. However, this will not relieve the Contractor from corrective items required by the final acceptance of the project work. Light Emitting Diode emitting diode (LED) light fixtures with the exception of obstruction lighting, must be warranted by the manufacturer for a minimum of four (4) years after date of installation inclusive of all electronics.

c. The Contractor shall remedy at the Contractor's expense any failure to conform, or any defect. In addition, the Contractor shall remedy at the Contractor's expense any damage to Owner real or personal property, when that damage is the result of the Contractor's failure to conform to contract requirements; or any defect of equipment, material, workmanship, or design furnished by the Contractor.

d. The Contractor shall restore any work damaged in fulfilling the terms and conditions of this clause. The Contractor's warranty with respect to work repaired or replaced will run for one year from the date of repair or replacement.

e. The Owner will notify the Contractor, in writing, within thirty (30) days after the discovery of any failure, defect, or damage.

f. If the Contractor fails to remedy any failure, defect, or damage within **fourteen (14)** days after receipt of notice, the Owner shall have the right to replace, repair, or otherwise remedy the failure, defect, or damage at the Contractor's expense.

g. With respect to all warranties, express or implied, from subcontractors, manufacturers, or suppliers for work performed and materials furnished under this contract, the Contractor shall: (1) Obtain all warranties that would be given in normal commercial practice; (2) Require all warranties to be executed, in writing, for the benefit of the Owner, as directed by the Owner, and (3) Enforce all warranties for the benefit of the Owner.

h. This warranty shall not limit the Owner's rights with respect to latent defects, gross mistakes, or fraud.

i. The Owner and Engineer will perform a warranty inspection with the Contractor approximately three (3) months before the end of the one year warranty period.

90-11 Contractor Final Project Documentation. Approval of final payment to the Contractor is contingent upon completion and submittal of the items listed below. The final payment will not be approved until the RPR approves the Contractor's final submittal. The Contractor shall:

a. Provide two (2) copies of all manufacturers warranties specified for materials, equipment, and installations.

- b.** Provide weekly payroll records (not previously received) from the general Contractor and all subcontractors.
- c.** Complete final cleanup in accordance with Section 40, paragraph 40-08, *Final Cleanup*.
- d.** Complete all punch list items identified during the Final Inspection.
- e.** Provide complete release of all claims for labor and material arising out of the Contract.
- f.** Provide a certified statement signed by the subcontractors, indicating actual amounts paid to the Disadvantaged Business Enterprise (DBE) subcontractors and/or suppliers associated with the project.
- g.** When applicable per state requirements, return copies of sales tax completion forms.
- h.** Manufacturer's certifications for all items incorporated in the work.
- i.** All required record drawings, as-built drawings or as-constructed drawings.
- j.** Project Operation and Maintenance (O&M) Manual(s). The Contractor shall prepare a project O&M Manual for the Owner. The O&M Manual shall consist of approved certification submittals, approved shop and setting drawing submittals, approved catalogue data submittals, circuit test results in accordance with Item L-108, and O&M Manuals for equipment installed that have operating procedures and/or maintenance requirements associated with them. The O&M manual shall be neatly bound in a properly sized 3-ring binder and tabbed by specification section. The O&M Manual shall be submitted to the Engineer prior to final payment to facilitate project closeout.
- k.** Security for Construction Warranty.
- l.** Equipment commissioning documentation submitted, if required.
- m.** Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) from the Prime Contractor.
- n.** Contractor's Affidavit of Release of Liens (AIA Document G706A) from the Prime Contractor.
- o.** Contractor's Affidavit of Payment of Debts and Claims (AIA Document G706) from each subcontractor.
- p.** Contractor's Affidavit of Release of Liens (AIA Document G706A) from each subcontractor.
- q.** Consent of Surety to Final Payment (AIA Document G707) from the Prime Contractor.
- r.** Prime Contractor's Certification (New York State Labor Law Section 220-a).
- s.** Subcontractor's Certification (New York State Labor Law Section 220-a).

END OF SECTION 90

Special Provisions to the General Provisions

SP 20-16 Addenda and interpretation. No interpretation of the meaning of the Contract Documents, Contract Drawings or other portions of the Contract will be made orally. Every request for such interpretation must be in writing and forwarded by the time and date and as indicated in Section 20, subparagraph 20-15 *Questions, Interpretations, Non-Specified Products, Addenda*. Any and all such interpretations and any supplemental instructions will be in the form of written addenda, which, when issued, will be sent by certified mail with return receipt requested, or by confirmed facsimile to all holders of Contract Documents at the respective addresses furnished for such purposes, not later than seven (7) calendar days prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addenda or interpretation shall not relieve said Bidder from any obligation under its bid as submitted. All addenda so issued shall become part of the Contract.

SP 20-17 Sales tax exemption. The Owner is exempt from payment of Sales and Compensating Use Taxes of the State of New York and of cities and counties on all materials and supplies sold to the Owner pursuant to the provisions of this Contract. These taxes are not to be included in bids. This exemption does not, however, apply to tools, machinery, equipment or other property leased by or to the Contractor or a Subcontractor to materials and supplies of any kind which will not be incorporated into the completed project, and the Contractor and its Subcontractors shall be responsible for and pay any and all applicable taxes including Sales and Compensating Use Taxes on such leased tools, machinery, equipment or other property or on such unincorporated materials and supplies, and the provisions set forth below will not be applicable to such tools, machinery, equipment, property and unincorporated materials and supplies.

The Contractor agrees to sell, free of encumbrances, and the Owner agrees to purchase all of the materials and supplies (except as above set forth) required, necessary or proper for or incidental to the construction of the Project covered by this agreement. Title to all materials and supplies to be sold by the Contractor to the Owner, pursuant to the provisions of the Contract, shall immediately vest in and become the sole property of the Owner upon delivery of such materials and supplies to the Project site. The Contractor shall mark or otherwise identify all such materials and supplies as the property of the Owner. The Contractor, at the request of the Owner, shall furnish to the Owner such confirmatory bills of sale and other instruments as may be required by it, properly executed, acknowledged and delivered, confirming to the Owner, title to such materials and supplies free of encumbrances.

In the event that after title has passed to the Owner any of such materials and supplies are rejected as being defective or otherwise unsatisfactory, title to all such materials and supplies shall upon such rejection revert in the Contractor.

The sum paid under this Agreement shall be deemed to be in full consideration for the performance by the Contractor of all its duties and obligations under this Agreement in connection with the sale.

The Contractor agrees to construct the Project and to furnish and perform all Work required, necessary or proper for or incidental thereto, except that the materials and supplies sold to the Owner under the preceding paragraph shall be furnished by the Owner to the Contractor for use in the performance of the Work, and the sum paid pursuant to this Agreement shall be deemed to be in full consideration for the performances by the Contractor of all its duties and obligations under this Agreement in connection with the Work.

The purchase by the Contractor of the materials and supplies sold hereunder will be a purchase or procurement for resale to the Owner (an organization described in subdivision (a) of Sec. 1116 of the Tax Law of the State of New York) and therefore not subject to the New York State Sales or Compensating Use

or any such taxes of cities and counties (the “Sales and Compensating Use Taxes”). The sale of such materials and supplies by the Contractor to the Owner will not be subject to the Sales and Compensating Use Taxes.

The purchase by Subcontractors of materials and supplies to be sold hereunder will also be a purchase or procurement for resale to the Contractor (either directly or through other Subcontractors), and ultimately to the Owner, and therefore not subject to the Sales and Compensating Use Taxes, provided that the Subcontract Agreements provide for the resale of such materials and supplies prior to and separate and apart from the incorporation of such materials and supplies into the permanent construction and that such Subcontract Agreements are in a form similar to this Contract with respect to the separation of the sale of materials and supplies from the Work to be provided.

If as a result of such sale of materials and supplies (1) any claim is made against the Contractor or any Subcontractor by the State of New York or any city or county for Sales or Compensating Use Taxes on the materials and supplies or (2) any claim is made against the Contractor or any Subcontractor by a materialman or a Subcontractor on account of a claim against such materialman or Subcontractor by the State of New York or any city or county for Sales or Compensation Use Taxes on the materials and supplies, then, if the Contractor and Subcontractor have complied with the provisions of this Contract relating thereto, the Owner will reimburse the Contractor or any Subcontractor, as the case may be, for an amount equal to the amount of such tax required to be paid in accordance with the requirements of law, provided that:

- A.
 - 1. The Subcontract Agreements in connection with this Contract, provide for the resale of such materials and supplies, prior to and separate and apart from the incorporation of such materials and supplies into the permanent construction.
 - 2. Such Subcontract Agreements are in a form similar to this Contract with respect to the separation of the sale of materials and supplies from the other Work to be provided, and
 - 3. Such separation is actually followed in practice, including the separation of payments for materials and supplies from the payments for other Work, and
- B. The Contractor and its Subcontractors and materialmen complete New York State Sales Tax Form ST120.1. (Contractor Exempt Purchase Certificate), and furnish such certificate to all persons, firms or corporations from which they purchase materials and supplies for the performance of the Work covered by this Contract, and
- C. The Contractor and all Subcontractors maintain and keep, for a period of six (6) years after the date of final payment for the sale, or, if a claim for Sales or Compensating Use Tax is pending or threatened at the end of such six (6) year period, until such claim is finally settled, records, which in the judgment of the Department of Taxation and Finance, adequately show (1) all materials and supplies purchased by them for resale, pursuant to the provisions of this Contract and (2) all materials and supplies sold to the Owner pursuant to the provisions of this Contract, and
- D. The Owner is afforded the opportunity, before any payment of tax is made, to contest the claim in the manner and to the extent that the Owner may choose and to settle or satisfy the claims, and such attorney as the Owner may designate is authorized to act for the purpose of contesting, settling and satisfying the claim, and
- E. The Contractor and Subcontractor give immediate notice to the Owner of any such claim, cooperate with the Owner and its designated attorney in contesting the claim and furnish promptly to the Owner and its attorney all information and documents necessary or convenient for contesting the

claim, the information and documents to be preserved for six (6) years after date of final payment for the sale, or if such a claim is pending or threatened at the end of such six (6) years, until such claim is finally settled. If the Owner elects to contest any claim, it will bear the expense of that contest.

Nothing in this Article is intended or shall be construed as relieving the Contractor from its obligations under this Agreement and the Contractor shall have the full continuing responsibility to install the materials and supplies purchased in accordance with the provisions of this Contract, to protect the same, to maintain them in proper condition and to forthwith repair, replace and make good any damage thereto without cost to the Owner until such time as the Work covered by the Contract is fully accepted by the Owner.

30-09 Conformed Contract Documents. Conformed Contract Documents sent to the successful bidder(s) for execution will consist of the original contract documents with a copy of the successful bidder's Proposal section inserted. In addition, the Form of Contract will be edited to include a contract date, the Contractor's name and address, the contract parts that are being awarded: Total Bid; Total Base Bid; Total Base Bid plus Add-On No. 1; Total Alternate No. 1 Bid plus Add-On No. 1; etc., as applicable, the total contract amount awarded, the list of Addenda and dates, the contractor's company name on the signature page, a copy of the Contractor's Performance Bond and Payment Bonds and Insurance Certificates will be inserted. The original completed and signed Proposal will be kept on file with the Owner or Engineer.

The Conformed Contracts Documents may incorporate changes to the General Provisions and the Technical Specifications which were made by addendum. If changes are so included, the addendum cover sheets will be included in the Conformed Contract Documents before the Table of Contents, otherwise the full addendum will be included before the Table of Contents.

The cover of the Contract Documents will be labeled "Conformed Contract".

SP 30-10 Issued for Construction Contract Documents. Issued for Construction (IFC) Contract Documents will be distributed prior to the start of construction. The IFC Contract Documents consist of the Conformed Contract Documents and the Contract Drawings. The IFC Contract Documents will include a copy of the executed Form of Contract. The original filled out and signed Form of Contract will be kept on file with the Owner or Engineer. The IFC Construction Drawings will incorporate any changes made by addendum during the bidding process.

The cover of the Contract Documents will be labeled "Conformed Contract" and "Issued for Construction". The title sheet of the Contract Drawings will be labeled "Issued for Construction".

SP 50-17 Removal of water. The Contractor shall at all times during construction, provide and maintain proper and satisfactory means and devices for the removal of all water entering the excavations, and shall remove all such water as fast as it may collect, in such manner as shall not interfere with the prosecution of the Work or the proper placing of materials or other Work.

Removal of water includes the construction and removal of cofferdams, sheeting and bracing, the furnishing of materials and labor necessary therefore, the excavation and maintenance of ditches and sluiceways and the furnishing and operation of pumps, wellpoints and appliances needed to maintain thorough drainage of the Work in a satisfactory manner.

Water shall not be allowed to rise over or come in contact with any masonry, concrete or mortar, until at least twenty-four (24) hours after placement and no stream of water shall be allowed to flow over such Work until such time as the Engineer may permit.

Unless otherwise specified, all excavations which extend down to or below the static groundwater elevations at the sites of structures shall be dewatered by lowering and maintaining the groundwater beneath such excavations at an elevation not less than that specified herein at all times when Work thereon is in progress, during subgrade preparation and the placing of the structure or other materials thereon.

Where the presence of fine granular subsurface materials and a high groundwater table may cause the upward flow of water into the excavation with a resulting quick condition, the Contractor shall install and operate a suitable dewatering system to prevent the upward flow of water during construction.

When the water table is within the capillary rise of silt/clay subsurface material, the Contractor shall select and operate its equipment in a manner to prevent the deterioration of the working surface due to the upward flow of water during construction.

The effluent pumped from the dewatering system shall be examined periodically by qualified personnel to determine if the system is operating satisfactorily without the removal of fines.

Unless otherwise directed by the Engineer or shown on the Contract Documents, the water level shall not be permitted to rise until construction in the immediate area is completed and the excavation backfilled to the original grade or proposed grade.

Where wellpoints are used, the groundwater shall be lowered and maintained continuously (day and night) at a level not less than two (2) feet below the bottom of the excavation. Excavation will not be permitted at a level lower than two (2) feet above the water level as indicated by the observation wells.

The wellpoint system shall be designed or installed by or under the supervision of an organization whose principal business is wellpointing and has at least five (5) consecutive years of similar experience and can furnish a representative list of satisfactory similar operations. Wellpoint headers, points and other pertinent equipment shall not be placed within the limits of the excavation in such a manner or location as to interfere with the laying of pipe or trenching operations or with the excavation for and/or construction of other structures. Standby gasoline or diesel powered equipment shall be provided so that in the event of failure of the operating equipment, the standby equipment can be readily connected to the dewatering system. The standby equipment shall be maintained in good order and actuated regularly not less than twice a week when directed.

Wellpoints shall be installed in the center of a sand wick drain which shall be placed by means of a sanding shell or other approved means to provide a sand core not less than ten (10) inches in diameter.

Detached observation wells of similar construction to the wellpoints shall be installed at intervals of not less than fifty (50) feet along the opposite side of the trench from the header pipe and line of wellpoints, or around the excavation for a structure or as shown on the Contract Drawings, to a depth of at least five (5) feet below the proposed excavation. In addition, one wellpoint in every fifty (50) feet shall be fitted with a tee, plug and valve so that the wellpoint can be converted for use as an observation well. Observation wells shall be not less than one and one-half (1 1/2) inch in diameter.

Water pumped or drained from excavations, or any sewers, drains, or water courses encountered in the Work, shall be disposed of in a suitable manner without injury to adjacent property, the Work under construction, or to pavements, roads and drives. No water shall be discharged to sanitary sewers. Sanitary sewage shall be pumped to sanitary sewers or shall be disposed of by an approved method.

Any damage caused by improper handling of water shall be repaired by the Contractor at its own expense.

SP 50-18 Sheeting and bracing. The Contractor shall furnish, place and maintain such sheeting, bracing and shoring as required to support the sides and ends of excavations in such a manner as to prevent any movement which would in any way damage the pipe, sewers, masonry or other Work, diminish the width necessary, otherwise damage or delay the Work, or endanger existing structures, pipes or pavements, or to occasion a hazard to persons engaged on the project or to the general public.

Sheeting and bracing or other trench protection shall be utilized as required for the safety of employees exposed to the hazard of falling or sliding material from any trench or excavation in conformance with the provisions of Industrial Code Rule 23 as amended, and OSHA. Sheeting and bracing must be designed by, signed and stamped by a Professional Engineer licensed to practice in the State in which the project is located.

The Contractor shall be responsible for the adequacy of all trench support systems used and for all damage to persons or property resulting from improper quality, strength, placing, maintenance and removal.

All material used for sheeting and bracing shall be sound and free from defects which might impair its strength or effectiveness.

All timber sheeting and bracing shall be sound and straight, free from cracks, shakes and large or loose knots.

All steel sheeting and bracing shall be sound and straight, free from bends, twists or splits, having square and undamaged ends.

Sheeting shall be driven vertically from the original ground surface as the excavation progresses. Sufficient toe support shall be sustained so as to maintain pressure against the original ground at all times.

Timber sheeting shall be driven so that edges are tight together and steel sheeting driven with the individual members interlocking. All bracing shall be of such design and strength as to maintain the sheeting in its proper position.

The Contractor shall be solely responsible for the adequacy of all sheeting and bracing.

In general, all sheeting and bracing, whether of steel, timber or other material, used to support the sides of trenches or other open excavations, shall be withdrawn as the trenches or other open excavations are being refilled. That portion of the sheeting extending below the top of a pipe, sewer or structure shall be withdrawn, unless otherwise directed, before more than 6 inches of earth is placed above the top of the pipe, sewer or structure and before any bracing is removed. The voids left by the sheeting shall be carefully refilled with selected material and rammed tight with tools especially adapted for the purpose or otherwise as may be approved.

The Contractor shall be responsible for the adequate shoring and/or bracing of any existing utilities encountered during the excavation. Such utilities shall be braced or shored in a manner acceptable to the local jurisdictional agency having authority over the utility encountered. It shall be the responsibility of the Contractor to prevent damage to or displacement of utilities, and to work with and request the concurrence of the utility's company representative in this matter.

SP 60-09 Shop and setting drawings and catalogue data. All materials and equipment used in the Work shall be submitted to the Engineer for review by the Engineer for approval prior to ordering the equipment. All information required for the Engineer's review of each particular pay item shall be sent as one submittal. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the

submittals covering the interfacing pay items shall be sent at the same time. Submittals consisting of marked catalog sheets or shop drawings shall be provided. Submittal data shall be presented in a clear, precise and thorough manner. Original catalog sheets are preferred. Photocopies are acceptable provided they are as good a quality as the original. Clearly and boldly mark each copy to identify pertinent products or models applicable to this project. Indicate all optional equipment and delete non-pertinent data. Submittals for components of electrical equipment and systems shall identify the equipment for which they apply on each submittal sheet. Markings shall be boldly and clearly made with arrows or circles (highlighting is not acceptable). Drawings and data shall be submitted sufficiently in advance of the Work to permit proper review, including time for necessary revisions and re-submittals. The Contractor is solely responsible for delays in the project accruing directly or indirectly from late submissions or resubmissions of submittals.

Shop and setting drawings shall present complete and accurate information relative to all working dimensions, equipment weight assembly and sectional view, 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 Plans and Specifications. Each drawing shall be dated and shall show the name of the Project, Contract Number and the name of the manufacturer of the equipment covered by the drawing or drawings. The Engineer will not review any drawings that are not properly identified or that do not contain complete data on the Work or that have not been checked, stamped and signed by the Contractor for compliance with the Contract Documents.

The Engineer's review of the Contractor's Shop Drawings signifies only that such drawings appear to be in substantial conformity with the Contract Drawings and Contract Documents or with the Engineer's instructions. Such review does not indicate approval of every detail of the drawings nor of the Work methods of the Contractor which are indicated thereon. Regardless of the corrections made in or made of such drawings by the Engineer, the Contractor will nevertheless be responsible for the accuracy of such drawings, for their conformity to the Plans and Specifications and for the proper fitting and construction of the Work.

No Work covered by shop and setting drawings shall be done until the drawings have been reviewed and found acceptable by the Engineer. No payment shall be made on any item for which submittals are not received and found acceptable by the Engineer.

SP 60-10 Electrical shop drawings. Drawings for electrical equipment shall show physical dimensions and installation details and shall include elementary and connection diagrams for each control assembly and the interconnection diagrams for all equipment. The drawings shall show clearly the coordination of control Work, shall identify the components external to electrical equipment and shall define the contact arrangement and control action of the primary and final control elements.

Where standard electrical control equipment having complex internal wiring is required, such as control panels, generator transfer panels, electric or electronic instruments and similar items, the detail shop wiring diagrams for such equipment will not be required, and, if submitted, will in general not be reviewed. The submittal for each such item of equipment shall, however, include an elementary diagram of the input and output elements which require connections to external equipment, and/or a complete step by step description of the control action of the equipment being submitted. In the event that any questions arise as to the type of information to be presented on the submittal, the supplier shall direct inquiries to the Engineer through the Prime Contractor in advance of the preparation of its submittal.

SP 60-11 Substitute items. If in the Engineer's sole judgment an item of material or equipment proposed by the Contractor does not qualify as an "or-equal" item, it will be considered a substitute item. The

Contractor shall submit sufficient information as provided below to allow the Engineer to determine that the item of material or equipment proposed is essentially equivalent to that named and an acceptable substitute. The procedure for review by the Engineer will include the following and as the Engineer may decide is appropriate under the circumstances. Requests for review of substitute items of material or equipment will not be accepted by the Engineer from anyone other than the Contractor. If the Contractor wishes to furnish or use a substitute item of material or equipment, the Contractor shall first make a written application through the Engineer to the Engineer for acceptance thereof, certifying that the substitute will perform adequately the functions and achieve the results called for by the general design, be similar in substance to that specified and be suited to the same use as that specified. The application will state the extent, if any, to which the evaluation and acceptance of the substitute will prejudice the Contractor's achievement of completion on time, whether or not acceptance of the substitute for use in the Work will require a change in any of the Contract Documents or Contract Drawings (or in the provisions of any other direct contract with the Owner for Work on the Project) to adapt the design to the substitute and whether or not incorporation or use of the substitute in connection with the Work is subject to payment of any license fee or royalty. If the substitute item requires modifications to any existing features or to any proposed Work, the application shall also include details of proposed modifications necessary to accommodate the substitute item. Such details shall include scaled layouts, dimensions and other pertinent information to enable the Engineer to accurately assess the entire application. If the substitute item and proposed modifications are approved, the Contractor, at no additional cost to the Owner, shall do all Work necessary to make such modifications and absorb all costs of any related changes imposed on other Contractor's. All variations of the substitute from that specified will be identified in the application and available maintenance, repair and replacement service will be indicated. The application will also contain an itemized estimate of all costs or credits that will result directly or indirectly from acceptance of such substitute, including costs of redesign and claims of other contractors affected by the resulting change, all of which will be considered by the Design Engineer in evaluating the substitute. The Engineer may require the Contractor to furnish additional data about the substitute.

- A. Engineer's Evaluation.** The Engineer will be the sole judge of acceptability. No substitute will be ordered, installed or utilized without the Engineer's prior written acceptance which will be evidenced by either a Change Order or an approved Shop Drawing. The Engineer will record time required by the Engineer and the Engineer's Consultants in evaluating substitutes proposed or submitted by the Contractor and in making changes in the Contract Documents or Contract Drawings (or in the provisions of any other direct contract with Owner for Work on the Project) occasioned thereby. The Engineer's charges shall be at the same rates the Engineer charges for such services to the Owner.
- B. Contractor's Expense.** All data to be provided by the Contractor in support of any substitute item will be at the Contractor's expense. In order to aid the Engineer in determining the equality of an or substitute item (when compared to the item actually specified), the Contractor shall arrange for the performance of any tests requested by the Engineer. The Engineer shall determine the nature, extent, tester and degree of supervision of such tests. Certified test results shall be mailed directly to the Engineer for all tests requested. All costs of such tests, including engineering costs, shall be borne by the Contractor. The Owner may require the Contractor to furnish at the Contractor's expense a special performance guarantee or other surety with respect to any substitute. Whether or not the Engineer accepts a substitute item so proposed or submitted by the Contractor, the Contractor shall reimburse the Owner for the charges of the Engineer and the Engineer's Consultants for evaluating each such substitute item. The costs for evaluating substitute items shall be deducted from the Owner's payment to the Contractor.

SP 60-12 Submittal procedure. The following procedure has been established for the submittal and processing of shop and setting drawings, working drawings, and catalogue data. Departures from this procedure may result in delay and misunderstandings.

- A.** All information required for the Engineer's review of each particular pay item shall be sent as one submittal to the Engineer with an attached submittal cover sheet. In addition, if the pay item interfaces with other pay items (as in the case of electrical equipment), then the submittals covering the interfacing pay items shall be sent at the same time.
- B.** In submitting certifications, drawings, catalog data, and similar items for review, at least five (5) copies shall be submitted. This number includes two copies for return to the Contractor bearing the review stamp, one of which will be incorporated into an O&M Manual prior to contract closeout. If the Contractor desires more than two copies returned, they shall submit the additional copies with the initial transmittals up to a maximum of four copies.
- B.** In submitting certifications, drawings, catalog data, and similar items for review, one (1) electronic copy shall be submitted via e-mail. One (1) electronic copy will be returned to the Contractor via e-mail and bearing the review stamp. The Contractor shall provide one (1) hard copy of each submittal for inclusion in the O&M Manual prior to contract closeout.

The Engineer shall be responsible for printing sufficient copies of each submittal for their own records. The Contractor shall be responsible for printing sufficient copies of each submittal for their own records and distributing to each of the other prime or subcontractors whose Work is to be correlated with such submittals.

C. Submittals will be stamped by the Engineer as follows:

- 1. "Approved", if no change or rejection is made.
- 2. "Approved as Noted", if minor changes or additions are made, but re-submittal is not considered necessary. All copies will bear the corrective marks.
- 3. "Revise and Resubmit", if the changes requested are extensive. In this case, re-submittal after correction is necessary and the same number of copies shall be included in the re-submittal as in the first submittal.
- 4. "Rejected", if it is considered that the data submitted cannot with reasonable revision meet the requirements of the Plans and Specifications.
- 5. "Submit Specified Item", if the data submitted is not clear, complete, or for other reasons cannot be examined by the Engineer to establish compliance with the Plans and Specifications.

D. Unless otherwise approved in specific cases, all submittals must be transmitted by the Prime Contractor, not by the Subcontractors or vendors.

Any changes in re-submittals, other than those indicated as requested, must be specifically brought to the attention of the Engineer. Changes or additions shall not be made in, or to, any fabricated item, part or material without having a re-review.

SP 70-22 Certified payroll and additional sanitary, health, and safety provisions.

A certified payroll must be included with all invoices including labor, indicating the name, address, last four digits of social security number, labor classification, prevailing wage rates and supplemental benefits paid and, with the first pay application, a copy of proof of each employee's completion of an OSHA 10 course and thereafter only for any new or additional employee listed. This information currently required by the New York State Department of Labor ("NYSDOL") and is subject to change. No payments will be made without NYSDOL required documentation. This requirement applies to the contractor, subcontractors and other persons. A form meeting NYSDOL requirements (for Vendor's optional use) may be found here:

<https://www.labor.ny.gov/workerprotection/publicwork/PDFs/PW-12%20Contractor%20Payrolls%20Cert%20.pdf>

SP 70-23 Federal Contract Provisions for procurement and contracting under AIP.

The Contractor is required to insert these contract provision in each lower tier contract (e.g. subcontract or sub-agreement).

The Contractor is required (including all subcontractors) to incorporate these contract provisions by reference for Work done under any purchase orders, rental agreements and other agreements for supplies or services.

The Contractor shall be responsible for compliance with these contract provisions by any subcontractor, lower-tier subcontractor or service provider.

A1 ACCESS TO RECORDS AND REPORTS

The Contractor must maintain an acceptable cost accounting system. The Contractor agrees to provide the Owner, the Federal Aviation Administration ("FAA") and the Comptroller General of the United States or any of their duly authorized representatives access to any books, documents, papers and records of the Contractor which are directly pertinent to the specific contract for the purpose of making audit, examination, excerpts and transcriptions. The Contractor agrees to maintain all books, records and reports required under this contract for a period of not less than three years after final payment is made and all pending matters are closed.

A2 AFFIRMATIVE ACTION REQUIREMENT**NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION
TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY**

1. The Offeror's or Bidder's attention is called to the "Equal Opportunity Clause" and the "Standard Federal Equal Employment Opportunity Construction Contract Specifications" set forth herein.
2. The goals and timetables for minority and female participation, expressed in percentage terms for the Contractor's aggregate workforce in each trade on all construction Work in the covered area, are as follows:

Timetables

Goals for minority participation for each trade: 17.0%

Goals for female participation in each trade: 6.9%

These goals are applicable to all of the Contractor's construction Work (whether or not it is Federal or federally assisted) performed in the covered area. If the Contractor performs construction Work in a geographical area located outside of the covered area, it shall apply the goals established for such geographical area where the Work is actually performed. With regard to this second area, the Contractor also is subject to the goals for both its federally involved and non-federally involved construction.

The Contractor's compliance with the Executive Order and the regulations in 41 CFR Part 60-4 shall be based on its implementation of the Equal Opportunity Clause, specific affirmative action obligations required by the specifications set forth in 41 CFR 60-4.3(a) and its efforts to meet the goals. The hours of minority and female employment and training must be substantially uniform throughout the length of the contract, and in each trade, and the Contractor shall make a good faith effort to employ minorities and women evenly on each of its projects. The transfer of minority or female employees or trainees from Contractor to Contractor or from project to project for the sole purpose of meeting the Contractor's goals shall be a violation of the contract, the Executive Order and the regulations in 41 CFR Part 60-4. Compliance with the goals will be measured against the total Work hours performed.

3. The Contractor shall provide written notification to the Director of the Office of Federal Contract Compliance Programs (OFCCP) within 10 working days of award of any construction subcontract in excess of \$10,000 at any tier for construction Work under the contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the subcontractor; employer identification number of the subcontractor; estimated dollar amount of the subcontract; estimated starting and completion dates of the subcontract; and the geographical area in which the subcontract is to be performed.
4. As used in this notice and in the contract resulting from this solicitation, the "covered area" is the Airport.

A3 BREACH OF CONTRACT TERMS

Any violation or breach of terms of this contract on the part of the Contractor or its subcontractors may result in the suspension or termination of this contract or such other action that may be necessary to enforce the rights of the parties of this agreement.

Owner will provide Contractor written notice that describes the nature of the breach and corrective actions the Contractor must undertake in order to avoid termination of the contract. Owner reserves the right to withhold payments to Contractor until such time the Contractor corrects the breach or the Owner elects to terminate the contract. The Owner's notice will identify a specific date by which the Contractor must correct the breach. Owner may proceed with termination of the contract if the Contractor fails to correct the breach by the deadline indicated in the Owner's notice.

The duties and obligations imposed by the Contract Documents and the rights and remedies available thereunder are in addition to, and not a limitation of, any duties, obligations, rights and remedies otherwise imposed or available by law.

A4 BUY AMERICAN PREFERENCE

The Contractor agrees to comply with 49 USC § 50101, which provides that Federal funds may not be obligated unless all steel and manufactured goods used in AIP funded projects are produced in the United States, unless the FAA has issued a waiver for the product; the product is listed as an Excepted Article, Material Or Supply in Federal Acquisition Regulation subpart 25.108; or is included in the FAA Nationwide Buy American Waivers Issued list.

A bidder or offeror must complete and submit with their bid or offer the Buy America certification included in this RFB. The Owner will reject as nonresponsive any bid or offer that does not include a completed Certificate of Buy American Compliance.

Certificate of Buy American Compliance – Total Facility

NOTE: Certification is included in the PROPOSAL

A5 CIVIL RIGHTS – GENERAL

GENERAL CIVIL RIGHTS PROVISIONS

The Contractor agrees to comply with pertinent statutes, Executive Orders and such rules as are promulgated to ensure that no person shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participating in any activity conducted with or benefiting from Federal assistance.

This provision binds the Contractor and subcontractors from the bid solicitation period through the completion of the contract. This provision is in addition to that required by Title VI of the Civil Rights Act of 1964.

A6 CIVIL RIGHTS – TITLE VI ASSURANCE

Title VI Solicitation Notice:

The Sponsor, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 USC §§ 2000d to 2000d-7) and the Regulations, hereby notifies all bidders or offerors that it will affirmatively ensure that any contract entered into pursuant to this advertisement, select disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

Compliance with Nondiscrimination Requirements:

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”), agrees as follows:

-
1. Compliance with Regulations: The Contractor (hereinafter includes consultants) will comply with the Title VI List of Pertinent Nondiscrimination Acts and Authorities, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
 2. Nondiscrimination: The Contractor, with regard to the Work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor will not participate directly or indirectly in the discrimination prohibited by the Nondiscrimination Acts and Authorities, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR part 21.
 3. Solicitations for Subcontracts, including Procurements of Materials and Equipment: In all solicitations, either by competitive bidding or negotiation made by the Contractor for Work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the Contractor of the contractor's obligations under this contract and the Nondiscrimination Acts and Authorities on the grounds of race, color, or national origin.
 4. Information and Reports: The Contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the sponsor or the FAA to be pertinent to ascertain compliance with such Nondiscrimination Acts and Authorities and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the Contractor will so certify to the sponsor or the FAA, as appropriate, and will set forth what efforts it has made to obtain the information.
 5. Sanctions for Noncompliance: In the event of a Contractor's noncompliance with the non-discrimination provisions of this contract, the sponsor will impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:
 - a. Withholding payments to the Contractor under the contract until the Contractor complies; and/or
 - b. Cancelling, terminating, or suspending a contract, in whole or in part.
 6. Incorporation of Provisions: The Contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations, and directives issued pursuant thereto. The Contractor will take action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the Contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the Contractor may request the sponsor to enter into any litigation to protect the interests of the sponsor. In addition, the Contractor may request the United States to enter into the litigation to protect the interests of the United States.

Title VI List of Pertinent Nondiscrimination Acts and Authorities

During the performance of this contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “Contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

- Title VI of the Civil Rights Act of 1964 (42 USC § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
- 49 CFR part 21 (Non-discrimination in Federally-assisted programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964);
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 USC § 4601 et seq.) (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 et seq.), as amended (prohibits discrimination on the basis of disability); and 49 CFR part 27;
- The Age Discrimination Act of 1975, as amended (42 USC § 6101 et seq.) (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982 (49 USC § 471, Section 47123), as amended (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987 (PL 100-209) (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, the Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act of 1990, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 USC §§ 12131 – 12189) as implemented by U.S. Department of Transportation regulations at 49 CFR parts 37 and 38;
- The FAA’s Nondiscrimination statute (49 USC § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures nondiscrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 USC 1681 et seq).

A7 CLEAN AIR AND WATER POLLUTION CONTROL

Contractor agrees to comply with all applicable standards, orders, and regulations issued pursuant to the Clean Air Act (42 USC § 7401-7671q) and the Federal Water Pollution Control Act as amended (33 USC § 1251-1388). The Contractor agrees to report any violation to the Owner immediately upon discovery. The Owner assumes responsibility for notifying the Environmental Protection Agency (EPA) and the FAA.

Contractor must include this requirement in all subcontracts that exceeds \$150,000.

A8 CONTRACT WORKHOURS AND SAFETY STANDARDS ACT REQUIREMENTS

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, including watchmen and guards, 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 (1) of this clause, the Contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. 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 watchmen and guards, employed in violation of the clause set forth in paragraph (1) of this clause, in the sum of \$10 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 (1) of this clause.

3. Withholding for Unpaid Wages and Liquidated Damages.

The FAA or the Owner shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of Work performed by the contractor or subcontractor under any such contract or 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, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (2) of this clause.

4. Subcontractors.

The Contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraphs (1) through (4) and also a clause requiring the subcontractor to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this clause.

A9 COPELAND “ANTI-KICKBACK” ACT

Contractor must comply with the requirements of the Copeland “Anti-Kickback” Act (18 USC 874 and 40 USC 3145), as supplemented by Department of Labor regulation 29 CFR part 3. Contractor and subcontractors are prohibited from inducing, by any means, any person employed on the project to give up any part of the compensation to which the employee is entitled. The Contractor and each Subcontractor must submit to the Owner, a weekly statement on the wages paid to each employee performing on covered Work during the prior week. Owner must report any violations of the Act to the FAA.

A10 DAVIS-BACON REQUIREMENTS

1. Minimum Wages.

- (i) 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 the Secretary of Labor under the Copeland Act (29 CFR Part 3)), the full amount of wages and bona fide fringe benefits (or cash equivalent 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.

Contributions made or costs reasonably anticipated for bona fide fringe benefits under section 1(b)(2) of the Davis-Bacon Act on behalf of laborers or mechanics are considered wages paid to such laborers or mechanics, subject to the provisions of paragraph (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 Part 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 (1)(ii) of this section) and the Davis-Bacon poster (WH-1321) shall 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 easily be seen by the workers.

- (ii)
 - (A) The contracting officer shall 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 shall be classified in conformance with the wage determination. The contracting officer shall approve an additional classification and wage rate and fringe benefits therefore 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;
 - (2) The classification is utilized 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) 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 shall be sent by the contracting officer to the Administrator of the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, Washington, DC 20210. The Administrator, or an authorized representative, will approve, modify, or disapprove every additional classification action 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.

(C) 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 shall 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.

(D) The wage rate (including fringe benefits where appropriate) determined pursuant to subparagraphs (1)(ii) (B) or (C) of this paragraph, shall 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.

(iii) 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 shall either pay the benefit as stated in the wage determination or shall pay another bona fide fringe benefit or an hourly cash equivalent thereof.

(iv) 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, 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 assets for the meeting of obligations under the plan or program.

2. Withholding.

The FAA or the sponsor shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld from the Contractor under this contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to Davis-Bacon prevailing wage requirements, which is held

by the same prime contractor, so much of the accrued payments or advances as may be considered necessary to pay laborers and mechanics, including apprentices, trainees, and helpers, employed by the Contractor or any subcontractor the full amount of wages required by the contract. In the event of failure to pay any laborer or mechanic, including any apprentice, trainee, or helper, employed or working on the site of Work, all or part of the wages required by the contract, the FAA may, after written notice to the Contractor, Sponsor, Applicant, or Owner, 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.

3. Payrolls and Basic Records.

- (i) Payrolls and basic records relating thereto shall be maintained by the Contractor during the course of the Work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the Work. Such records shall contain the name, address, and social security number of each such worker; his or her correct classification; 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 1(b)(2)(B) of the Davis-Bacon Act); daily and weekly number of hours worked; deductions made; and actual wages paid. 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 1(b)(2)(B) of the Davis-Bacon Act, the Contractor shall maintain records that 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 that show the costs anticipated or the actual costs incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.
- (ii)
 - (A) The Contractor shall submit weekly for each week in which any contract Work is performed a copy of all payrolls to the FAA if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit the payrolls to the applicant, Sponsor, or Owner, as the case may be, for transmission to the FAA. The payrolls submitted shall set out accurately and completely all of the information required to be maintained under 29 CFR 5.5(a)(3)(i), except that full social security numbers and home addresses shall not be included on weekly transmittals. Instead the payrolls shall only need to include an individually identifying number for each employee (e.g. the last four digits of the employee's social security number). The required weekly payroll information may be submitted in any form desired. Optional Form WH-347 is available for this purpose from the Wage and Hour Division Web site at www.dol.gov/whd/forms/wh347instr.htm or its successor site. The prime contractor is responsible for the submission of copies of payrolls by all subcontractors. Contractors and subcontractors shall maintain the full social security number and current address of each covered worker and shall provide them upon request to the FAA if the agency is a party to the contract, but if the agency is not such a party, the Contractor will submit them to the applicant, sponsor, or Owner, as the case may be, for transmission to the FAA, the Contractor,

or the Wage and Hour Division of the Department of Labor for purposes of an investigation or audit of compliance with prevailing wage requirements. 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 sponsoring government agency (or the applicant, Sponsor, or Owner).

(B) Each payroll submitted shall be accompanied by a "Statement of Compliance," signed by the Contractor or subcontractor or its respective agent who pays or supervises the payment of the persons employed under the contract and shall certify the following:

(1) The 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 is correct and complete;

(2) Each laborer and mechanic (including each helper, apprentice, and trainee) employed 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 Regulations 29 CFR Part 3;

(3) Each laborer or mechanic has been paid not less than the applicable wage rates and fringe benefits or cash equivalents for the classification of Work performed, as specified in the applicable wage determination incorporated into the contract.

(C) 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 (3)(ii)(B) of this section.

(D) The falsification of any of the above certifications may subject the Contractor or subcontractor to civil or criminal prosecution under Section 1001 of Title 18 and Section 231 of Title 31 of the United States Code.

(iii) The Contractor or subcontractor shall make the records required under paragraph (3)(i) of this section available for inspection, copying, or transcription by authorized representatives of the sponsor, the FAA, or the Department of Labor and shall permit such representatives to interview employees during working hours on the job. If the Contractor or subcontractor fails to submit the required records or to make them available, the Federal agency may, after written notice to the Contractor, Sponsor, applicant, or Owner, 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 may be grounds for debarment action pursuant to 29 CFR 5.12.

4. Apprentices and Trainees.

- (i) Apprentices. 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, Bureau of Apprenticeship and Training, or with a State Apprenticeship Agency recognized by the Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship and Training or a State Apprenticeship Agency (where appropriate) to be eligible for probationary employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor as to the entire Work force under the registered program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any apprentice performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. Where a contractor is performing construction on a project in a locality other than that in which its program is registered, the ratios and wage rates (expressed in percentages of the journeyman's hourly rate) specified in the Contractor's or subcontractor's registered program shall be observed. Every apprentice must be paid at not less than the rate specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeymen hourly rate specified in the applicable wage determination. Apprentices shall 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, fringes shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship and Training, or a State Apprenticeship Agency recognized by the Bureau, withdraws approval of an apprenticeship program, the Contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.
- (ii) Trainees. Except as provided in 29 CFR 5.16, trainees will not be permitted to Work at less than the predetermined rate for the Work performed unless they are employed pursuant to and individually registered in a program which has received prior approval, evidenced by formal certification by the U.S. Department of Labor, Employment and Training Administration. The ratio of trainees to journeymen on the job site shall not be greater than permitted under the plan approved by the Employment and Training Administration. Every trainee must be paid at not less than the rate specified in the approved program for the trainee's level of progress, expressed as a percentage of the journeyman hourly rate specified in the applicable wage determination. Trainees shall be paid fringe benefits in accordance with the provisions of the trainee program. If the trainee program does not mention fringe benefits, trainees shall be paid the full amount of fringe benefits listed on the wage determination unless the Administrator of the Wage and Hour Division determines that there is an apprenticeship program associated with the corresponding journeyman wage rate on the wage determination that provides

for less than full fringe benefits for apprentices. Any employee listed on the payroll at a trainee rate that is not registered and participating in a training plan approved by the Employment and Training Administration shall be paid not less than the applicable wage rate on the wage determination for the classification of Work actually performed. In addition, any trainee performing Work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the wage determination for the Work actually performed. In the event the Employment and Training Administration withdraws approval of a training program, the Contractor will no longer be permitted to utilize trainees at less than the applicable predetermined rate for the Work performed until an acceptable program is approved.

(iii) Equal Employment Opportunity. The utilization of apprentices, trainees, and journeymen under this part shall be in conformity with the equal employment opportunity requirements of Executive Order 11246, as amended, and 29 CFR Part 30.

5. Compliance with Copeland Act Requirements.

The Contractor shall comply with the requirements of 29 CFR Part 3, which are incorporated by reference in this contract.

6. Subcontracts.

The Contractor or subcontractor shall insert in any subcontracts the clauses contained in 29 CFR Part 5.5(a)(1) through (10) and such other clauses as the FAA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all the contract clauses in 29 CFR Part 5.5.

7. Contract Termination: Debarment.

A breach of the contract clauses in paragraph 1 through 10 of this section may be grounds for termination of the contract, and for debarment as a contractor and a subcontractor as provided in 29 CFR 5.12.

8. Compliance with Davis-Bacon and Related Act Requirements.

All rulings and interpretations of the Davis-Bacon and Related Acts contained in 29 CFR Parts 1, 3, and 5 are herein incorporated by reference in this contract.

9. Disputes Concerning Labor Standards.

Disputes arising out of the labor standards provisions of this contract shall not be subject to the general disputes clause of this contract. Such disputes shall be resolved in accordance with the procedures of the Department of Labor set forth in 29 CFR Parts 5, 6, and 7. Disputes within the meaning of this clause include disputes between the Contractor (or any of its subcontractors) and the contracting agency, the U.S. Department of Labor, or the employees or their representatives.

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 section 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (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 3(a) of the Davis-Bacon Act or 29 CFR 5.12(a)(1).
- (iii) The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 USC 1001.

A11 DEBARMENT AND SUSPENSION

CERTIFICATION OF OFFERER/BIDDER REGARDING DEBARMENT

By submitting a bid/proposal under this solicitation, the bidder or offeror certifies that neither it nor its principals are presently debarred or suspended by any Federal department or agency from participation in this transaction.

CERTIFICATION OF LOWER TIER CONTRACTORS REGARDING DEBARMENT

The successful bidder, by administering each lower tier subcontract that exceeds \$25,000 as a "covered transaction", must verify each lower tier participant of a "covered transaction" under the project is not presently debarred or otherwise disqualified from participation in this federally assisted project. The successful bidder will accomplish this by:

1. Checking the System for Award Management at website: <http://www.sam.gov>.
2. Collecting a certification statement similar to the Certification of Offeror /Bidder Regarding Debarment, above.
3. Inserting a clause or condition in the covered transaction with the lower tier contract.

If the FAA later determines that a lower tier participant failed to disclose to a higher tier participant that it was excluded or disqualified at the time it entered the covered transaction, the FAA may pursue any available remedies, including suspension and debarment of the non-compliant participant.

A12 DISADVANTAGED BUSINESS ENTERPRISE

- A. A DBE Contract Goal has of **2.10%** been established for this contract. In addition, Small Business Participation applies and Prompt Payment clauses apply to all contractors and subcontractors.

Prompt Payment (49 CFR §26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than thirty (30) days from the receipt of each payment the prime contractor receives from

the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within thirty (30) days after the subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

The prime contractor is responsible for issuing the Subcontractor's Prompt Payment Certification to all subcontractors under this contract and is required to ensure that all subcontractors issue the certificate to each of their subcontractors. Each contractor/subcontractor shall require each of their subcontractors to fill out and submit a copy of the certification to the Sponsor's representative and the prime contractor prior to each payment application until the subcontractor's Work is complete. Not receiving the certification from the subcontractor will be cause for the Sponsor's representative to delay processing the payment application.

Solicitation Language (Solicitations that include a Project Goal)

The Owner's award of this contract is conditioned upon Bidder or Offeror satisfying the good faith effort requirements of 49 CFR §26.53.

As a condition of bid responsiveness, the Bidder or Offeror must submit the following information with its proposal on the forms provided herein and must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment.

As a matter of responsibility, all Bidders or Offerors must submit the following information and must provide written confirmation of participation from each of the DBE firms the Bidder or Offeror lists in its commitment within 5 days after bid opening.

COMPLETE THE CONTRACTORS DBE PLAN FORM AND DBE LETTER OF INTENT FORM FOLLOWING THIS SECTION SP 200. THIS FORM REQUIRES:

- 1) The names and addresses of Disadvantaged Business Enterprise (DBE) firms that will participate in the contract;
- 2) A description of the Work that each DBE firm will perform;
- 3) The dollar amount of the participation of each DBE firm listed under (1)
- 4) Written statement from Bidder or Offeror that attests their commitment to use the DBE firm(s) listed under (1) to meet the Owner's project goal
- 5) Written confirmation from each listed DBE firm that it is participating in the contract in the kind and amount of Work provided in the prime contractor's commitment; and
- 6) If Bidder or Offeror cannot meet the advertised project DBE goal, evidence of good faith efforts undertaken by the Bidder or Offeror as described in appendix A to 49 CFR part 26.

Solicitation Language (Race/Gender Neutral Means)

The requirements of 49 CFR part 26 apply to this contract. It is the policy of the Owner to practice nondiscrimination based on race, color, sex, or national origin in the award or performance of this contract. The Owner encourages participation by all firms qualifying under this solicitation regardless of business size or ownership.

Prime Contracts (Projects Covered by a DBE Program)

DISADVANTAGED BUSINESS ENTERPRISES

Contract Assurance (49 CFR § 26.13) –

The Contractor, sub-recipient or subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these requirements is a material breach of this contract, which may result in the termination of this contract or such other remedy as the recipient deems appropriate, which may include, but is not limited to:

- 1) Withholding monthly progress payments;
- 2) Assessing sanctions;
- 3) Liquidated damages; and/or
- 4) Disqualifying the Contractor from future bidding as non-responsible.

Prompt Payment (49 CFR §26.29) – The prime contractor agrees to pay each subcontractor under this prime contract for satisfactory performance of its contract no later than seven (7) days from the receipt of each payment the prime contractor receives from the Owner. The prime contractor agrees further to return retainage payments to each subcontractor within seven (7) days after the subcontractor's Work is satisfactorily completed. Any delay or postponement of payment from the above referenced time frame may occur only for good cause following written approval of the Owner. This clause applies to both DBE and non-DBE subcontractors.

The prime contractor is responsible for issuing the Subcontractor's Prompt Payment Certification to all subcontractors under this contract and is required to ensure that all subcontractors issue the certificate to each of their subcontractors. Each contractor/subcontractor shall require each of their subcontractors to fill out and submit a copy of the certification to the Sponsor's representative and the prime contractor prior to each payment application until the subcontractor's Work is complete. Not receiving the certification from the subcontractor will be cause for the Sponsor's representative to delay processing the payment application.

The following language in this section was taken from various sections of 49 CFR Part 26 titled Participation by Disadvantaged Business Enterprises in Department of Transportation Financial Assistance Programs. They are not intended to be all encompassing, nor a comprehensive reiteration of the regulation.

- A. The Sponsor has established a Disadvantaged Business Enterprise (DBE) program in accordance with regulations of the U.S. Department of Transportation (DOT), 49 CFR Part 26. The Sponsor has received, or will receive, Federal financial assistance from the Department of Transportation, and as a condition of receiving this assistance, the Sponsor has signed an assurance that it will comply with 49 CFR Part 26.

It is the policy of the Sponsor to ensure that DBEs as defined in part 26, have an equal opportunity to receive and participate in DOT-assisted contracts. It is also the policy of the Sponsor:

-
1. To ensure nondiscrimination in the award and administration of DOT – assisted contracts;
 2. To create a level playing field on which DBEs can compete fairly for DOT-assisted contracts;
 3. To ensure that the DBE Program is narrowly tailored in accordance with applicable law;
 4. To ensure that only firms that fully meet 49 CFR Part 26 eligibility standards are permitted to participate as DBEs;
 5. To help remove barriers to the participation of DBEs in DOT assisted contracts;
 6. To assist the development of firms that can compete successfully in the market place outside the DBE Program.
- B. The obligation of the bidder is to make good faith efforts. The bidder can demonstrate that it has done so either by meeting the contract goal or by documenting good faith efforts. Examples of good faith efforts are found in Appendix A to 49 CFR Part 26. Determination whether the bidder has made a good faith effort will be made by the Sponsor's DBE Liaison Officer. The Contractor's DBE Plan must be acceptable to the Sponsor before entering into a contract with the bidder.

Guidance pertaining to good faith efforts is provided in Appendix A to 49 CFR Part 26. In general, the bidder must demonstrate that they have taken all necessary and reasonable steps to achieve the identified DBE goal. The bidder should adequately document all such efforts, including contacts of DBE firms that are not interested.

Good Faith Efforts:

Bidder must demonstrate that they made good faith efforts to achieve participation with DBE firms. This requires that the bidder show that it took all necessary and reasonable steps to secure participation by certified DBE firms. Mere pro forma efforts will not be considered as a good faith effort.

Such actions constituting evidence of good faith efforts include but are not limited to:

- Soliciting DBE participation through all reasonable and available means. This may include public advertisements and phone calls/faxes to known certified DBE firms.
 - Consult State Department of Transportation office to obtain a list of certified DBE firms.
 - Selecting portions of Work that increases the likelihood that DBE firms will be available to participate.
 - Providing DBE firms with sufficient information and time to review the project plans and specifications.
 - Documenting all contacts with DBE firms. This includes name, address, phone number, date of contact and record of conversation/negotiation.
- C. Within 7 days of being informed by the Airport that it is not responsive because it has not documented sufficient good faith efforts, a bidder may request administrative reconsideration. Bidder/offerors should make this request in writing to the Sponsor's reconsideration official. The reconsideration official will not have played any role in the original determination that the bidder did not document sufficient good faith efforts.

As part of this reconsideration, the bidder/offeror will have the opportunity to provide written documentation or argument concerning the issue of whether it met the goal or made adequate good faith efforts to do so. The bidder/offeror will have the opportunity to meet in person with the reconsideration official to discuss the issue of whether it met the goal or made adequate good faith efforts to do so. Owner will send the bidder/offeror a written decision on reconsideration, explaining the basis for finding that the bidder did or did not meet the goal or make adequate good faith efforts to do so. The result of the reconsideration process is not administratively appealable to the Department of Transportation.

- D. Before transmitting to us its request to terminate and/or substitute a DBE subcontractor, the prime contractor must give notice in writing to the DBE subcontractor, with a copy to us, of its intent to request to terminate and/or substitute, and the reason for the request.

The prime contractor must give the DBE five days to respond to the prime contractor's notice and advise us and the contractor of the reasons, if any, why it objects to the proposed termination of its subcontract and why Owner should not approve the prime contractor's action. If required in a particular case as a matter of public necessity (e.g., safety), Owner may provide a response period shorter than five days.

In addition to post-award terminations, the provisions of this section apply to pre-award deletions of or substitutions for DBE firms put forward by offerors in negotiated procurements.

The Airport will require a contractor to make good faith efforts to replace a DBE that is terminated or has otherwise failed to complete its Work on a contract with another certified DBE. These good faith efforts shall be directed at finding another DBE to perform at least the same amount of Work under the contract as the DBE that was terminated, to the extent needed to meet the contract goal that Owner established for the procurement. The good faith efforts shall be documented by the contractor. If Owner requests documentation from the contractor under this provision, the contractor shall submit the documentation to us within 7 days, which may be extended for an additional 7 days if necessary at the request of the contractor, and the recipient shall provide a written determination to the contractor stating whether or not good faith efforts have been demonstrated.

As stated in Contract Assurance 49 CFR §26.13, failure by the contractor to carry out the requirements of this part is a material breach of the contract and may result in the termination of the contract or such other remedies set forth in that section that Owner deems appropriate if the prime contractor fails to comply with the requirements of this section.

If the contractor fails or refuses to comply in the time specified, our contracting office will issue an order stopping all or part of payment/Work until satisfactory action has been taken. If the contractor still fails to comply, the contracting officer may issue a termination for default proceeding.

- E. The sponsor will require the contractor to maintain records and documents of payments to DBEs for three years following the performance of the contract. These records will be made available for inspection upon request by any authorized representative of the Sponsor or DOT. This reporting requirement also extends to any certified DBE subcontractor.

The Sponsor will perform interim audits of contract payments to DBEs. The audit will review payments to DBE subcontractors to ensure that the actual amount paid to DBE subcontractors equals or exceeds the dollar amounts stated in The Contractors DBE Plan.

At completion of Work, the contractor will report to the Sponsor the actual amount paid to each DBE firm utilized for this contract. **SEE THE DBE PARTICIPATION SUMMARY FORM FOLLOWING THIS SECTION.**

F. Fostering Small Business Participation (49 CFR §26.39).

In accordance with 49 CFR §26.39, the Sponsor has created a Small Business Element to structure contracting requirements to facilitate competition by small business concerns, taking all reasonable steps to eliminate obstacles to their participation, including unnecessary and unjustified bundling of contract requirements that may preclude small business participation in procurements as prime contractors or subcontractors. For clarification purposes, 49 CFR §26.5 states “Small business concern means, with respect to firms seeking to participate as DBEs in DOT-assisted contracts, a small business concern as defined pursuant to section 3 of the Small Business Act and Small Business Administration regulations implementing it (13 CFR part 121) that also does not exceed the cap on average annual gross receipts specified in 49 CFR §26.65(b).”

49 CFR Part 26 §26.65(b) states “Even if it meets the requirements of paragraph (a) of this section, a firm is not an eligible DBE in any Federal fiscal year if the firm (including its affiliates) has had average annual gross receipts, as defined by SBA regulations (see 13 CFR 121.402), over the firm's previous three fiscal years, in excess of \$26.29 million. 13 CFR 121.402 defines the size standards that are applicable to Federal Government Contracting programs.

In compliance with this policy, the Sponsor’s DBE Program in regard to §26.39 Fostering Small Business Participation may include, but is not limited to, the following strategies:

1. Set asides: Where feasible, the Sponsor will establish a percentage of the total value of all prime contract and subcontract awards to be set aside for participation by small businesses on FAA-assisted contracts. A “set-aside” is the reserving of a contract or a portion of a contract exclusively for participation by small businesses. This requires that the Sponsor and its prime contractors/consultants set aside a portion of the value of each contract for participation by small businesses. A small business set-aside is open to all small businesses regardless of the owner’s gender, race or geographic location. The DBELO, along with the project engineer will review FAA-assisted purchases and contracts to assess the small business opportunities, giving consideration to the size and scope of each purchase or contract to establish the set aside percentage. This set aside is in addition to the DBE contract goals which may be required pursuant to applicable law or policy. In the event that a set-aside is not established on an FAA-assisted contract, the project manager and small business officer will document why a small business set-aside is inappropriate.
2. Unbundling: The Sponsor, where feasible, may “unbundle” projects or separate large contracts into smaller contracts which may be more suitable for small business participation. The Sponsor will conduct contract reviews on each FAA-assisted contract to determine whether portions of the project could be “unbundled” or bid

separately. Similarly, the Sponsor will encourage its prime contractors or prime consultants to unbundle contracts to facilitate participation by small businesses.

The Sponsor has determined that an SBE program is not feasible for this Contract.

In order to actively implement the Sponsor's program elements to foster small business participation and to comply with the requirement of good faith implementation of our DBE program, the Sponsor will require that the Contractor fill out and submit the FOSTERING SMALL BUSINESS PARTICIPATION form for construction Work items as well as for professional services Work items. The forms shall be filled out and submitted to the Sponsor prior to receiving the Notice to Proceed.

COMPLETE THE FOSTERING SMALL BUSINESS PARTICIPATION FORM FOLLOWING THIS SECTION.

The Contract Proposal section will indicate the percentage of small business participation as determined by the Sponsor. The Sponsor has determined that the following opportunities are available for the Contractor to utilize small business concerns either through subcontracting construction Work items or professional services Work items:

- Portable bathroom facilities
- Hydroseeding
- Barricades, warning lights, hazard markings, construction traffic signs
- Trucking of granular materials
- Trucking of bituminous materials
- Construction material suppliers
- Construction fabric suppliers
- Building material suppliers
- Electrical material suppliers
- Survey and stakeout
- Equipment rentals
- Temporary construction light unit rentals
- Electrical subcontracts
- Pavement marking subcontracts
- Masonry subcontracts
- Milling and grinding subcontracts
- Sawcutting and sealing subcontracts

A13 DISTRACTED DRIVING

TEXTING WHEN DRIVING

In accordance with Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving", (10/1/2009) and DOT Order 3902.10, "Text Messaging While Driving", (12/30/2009), the FAA encourages recipients of Federal grant funds to adopt and enforce safety policies that decrease crashes by distracted drivers, including policies to ban text messaging while driving when performing Work related to a grant or subgrant.

In support of this initiative, the Owner encourages the Contractor to promote policies and initiatives for its employees and other Work personnel that decrease crashes by distracted

drivers, including policies that ban text messaging while driving motor vehicles while performing Work activities associated with the project. The Contractor must include the substance of this clause in all sub-tier contracts exceeding \$3,500 that involve driving a motor vehicle in performance of Work activities associated with the project.

A14 ENERGY CONSERVATION REQUIREMENTS

Contractor and Subcontractor agree to comply with mandatory standards and policies relating to energy efficiency as contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 USC 6201et seq).

A15 DRUG FREE WORKPLACE REQUIREMENTS

The Drug-Free Workplace Act of 1988 requires some Federal contractors and all Federal grantees to agree that they will provide drug-free workplaces as a condition of receiving a contract or grant from a Federal agency. The Act does not apply to contractors, subcontractors, or sub-grantees, although the Federal grantee's workplace may be where the contractors, subcontractors, or sub-grantees are working.

A16 EQUAL EMPLOYMENT OPPORTUNITY (EEO)

EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the Contractor agrees as follows:

- (1) The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The Contractor 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 identify, 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. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- (2) The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive considerations for employment without regard to race, color, religion, sex, or national origin.
- (3) The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- (4) The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

-
- (5) The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
 - (6) In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
 - (7) The Contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

**STANDARD FEDERAL EQUAL EMPLOYMENT OPPORTUNITY
CONSTRUCTION CONTRACT SPECIFICATIONS**

1. As used in these specifications:
 - a. "Covered area" means the geographical area described in the solicitation from which this contract resulted;
 - b. "Director" means Director, Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, or any person to whom the Director delegates authority;
 - c. "Employer identification number" means the Federal social security number used on the Employer's Quarterly Federal Tax Return, U.S. Treasury Department Form 941;
 - d. "Minority" includes:
 - (1) Black (all persons having origins in any of the Black African racial groups not of Hispanic origin);
 - (2) Hispanic (all persons of Mexican, Puerto Rican, Cuban, Central or South American, or other Spanish culture or origin regardless of race);

-
- (3) Asian and Pacific Islander (all persons having origins in any of the original peoples of the Far East, Southeast Asia, the Indian Subcontinent, or the Pacific Islands); and
- (4) American Indian or Alaskan native (all persons having origins in any of the original peoples of North America and maintaining identifiable tribal affiliations through membership and participation or community identification).
2. Whenever the Contractor, or any subcontractor at any tier, subcontracts a portion of the Work involving any construction trade, it shall physically include in each subcontract in excess of \$10,000 the provisions of these specifications and the Notice which contains the applicable goals for minority and female participation and which is set forth in the solicitations from which this contract resulted.
 3. If the Contractor is participating (pursuant to 41 CFR §60-4.5) in a Hometown Plan approved by the U.S. Department of Labor in the covered area either individually or through an association, its affirmative action obligations on all Work in the Plan area (including goals and timetables) shall be in accordance with that Plan for those trades which have unions participating in the Plan. Contractors shall be able to demonstrate their participation in and compliance with the provisions of any such Hometown Plan. Each contractor or subcontractor participating in an approved plan is individually required to comply with its obligations under the EEO clause and to make a good faith effort to achieve each goal under the Plan in each trade in which it has employees. The overall good faith performance by other contractors or subcontractors toward a goal in an approved Plan does not excuse any covered contractor's or subcontractor's failure to take good faith efforts to achieve the Plan goals and timetables.
 4. The Contractor shall implement the specific affirmative action standards provided in paragraphs 7a through 7p of these specifications. The goals set forth in the solicitation from which this contract resulted are expressed as percentages of the total hours of employment and training of minority and female utilization the Contractor should reasonably be able to achieve in each construction trade in which it has employees in the covered area. Covered construction contractors performing construction Work in a geographical area where they do not have a Federal or federally assisted construction contract shall apply the minority and female goals established for the geographical area where the Work is being performed. Goals are published periodically in the Federal Register in notice form, and such notices may be obtained from any Office of Federal Contract Compliance Programs office or from Federal procurement contracting officers. The Contractor is expected to make substantially uniform progress in meeting its goals in each craft during the period specified.
 5. Neither the provisions of any collective bargaining agreement nor the failure by a union with whom the Contractor has a collective bargaining agreement to refer either minorities or women shall excuse the Contractor's obligations under these specifications, Executive Order 11246, or the regulations promulgated pursuant thereto.
 6. In order for the non-working training hours of apprentices and trainees to be counted in meeting the goals, such apprentices and trainees shall be employed by the Contractor during the training period and the Contractor shall have made a commitment to employ the apprentices and trainees at the completion of their training, subject to the availability of

employment opportunities. Trainees shall be trained pursuant to training programs approved by the U.S. Department of Labor.

7. The Contractor shall take specific affirmative actions to ensure equal employment opportunity. The evaluation of the Contractor's compliance with these specifications shall be based upon its effort to achieve maximum results from its actions. The Contractor shall document these efforts fully and shall implement affirmative action steps at least as extensive as the following:
 - a. Ensure and maintain a working environment free of harassment, intimidation, and coercion at all sites, and in all facilities at which the Contractor's employees are assigned to Work. The Contractor, where possible, will assign two or more women to each construction project. The Contractor shall specifically ensure that all foremen, superintendents, and other onsite supervisory personnel are aware of and carry out the Contractor's obligation to maintain such a working environment, with specific attention to minority or female individuals working at such sites or in such facilities.
 - b. Establish and maintain a current list of minority and female recruitment sources, provide written notification to minority and female recruitment sources and to community organizations when the Contractor or its unions have employment opportunities available, and maintain a record of the organizations' responses.
 - c. Maintain a current file of the names, addresses, and telephone numbers of each minority and female off-the-street applicant and minority or female referral from a union, a recruitment source, or community organization and of what action was taken with respect to each such individual. If such individual was sent to the union hiring hall for referral and was not referred back to the Contractor by the union or, if referred, not employed by the Contractor, this shall be documented in the file with the reason therefore along with whatever additional actions the Contractor may have taken.
 - d. Provide immediate written notification to the Director when the union or unions with which the Contractor has a collective bargaining agreement has not referred to the Contractor a minority person or female sent by the Contractor, or when the Contractor has other information that the union referral process has impeded the Contractor's efforts to meet its obligations.
 - e. Develop on-the-job training opportunities and/or participate in training programs for the area which expressly include minorities and women, including upgrading programs and apprenticeship and trainee programs relevant to the Contractor's employment needs, especially those programs funded or approved by the Department of Labor. The Contractor shall provide notice of these programs to the sources compiled under 7b above.
 - f. Disseminate the Contractor's EEO policy by providing notice of the policy to unions and training programs and requesting their cooperation in assisting the Contractor in meeting its EEO obligations; by including it in any policy manual and collective bargaining agreement; by publicizing it in the company newspaper, annual report, etc.; by specific review of the policy with all management personnel and with all minority and female employees at least once a year; and by posting the company EEO policy on bulletin boards accessible to all employees at each location where construction Work is performed.

-
- g. Review, at least annually, the company's EEO policy and affirmative action obligations under these specifications with all employees having any responsibility for hiring, assignment, layoff, termination, or other employment decisions, including specific review of these items, with onsite supervisory personnel such as superintendents, general foremen, etc., prior to the initiation of construction Work at any job site. A written record shall be made and maintained identifying the time and place of these meetings, persons attending, subject matter discussed, and disposition of the subject matter.
 - h. Disseminate the Contractor's EEO policy externally by including it in any advertising in the news media, specifically including minority and female news media, and providing written notification to and discussing the Contractor's EEO policy with other contractors and subcontractors with whom the Contractor does or anticipates doing business.
 - i. Direct its recruitment efforts, both oral and written, to minority, female, and community organizations, to schools with minority and female students; and to minority and female recruitment and training organizations serving the Contractor's recruitment area and employment needs. Not later than one month prior to the date for the acceptance of applications for apprenticeship or other training by any recruitment source, the Contractor shall send written notification to organizations, such as the above, describing the openings, screening procedures, and tests to be used in the selection process.
 - j. Encourage present minority and female employees to recruit other minority persons and women and, where reasonable, provide after school, summer, and vacation employment to minority and female youth both on the site and in other areas of a contractor's workforce.
 - k. Validate all tests and other selection requirements where there is an obligation to do so under 41 CFR §60-3.
 - l. Conduct, at least annually, an inventory and evaluation at least of all minority and female personnel, for promotional opportunities and encourage these employees to seek or to prepare for, through appropriate training, etc., such opportunities.
 - m. Ensure that seniority practices, job classifications, Work assignments, and other personnel practices do not have a discriminatory effect by continually monitoring all personnel and employment related activities to ensure that the EEO policy and the Contractor's obligations under these specifications are being carried out.
 - n. Ensure that all facilities and company activities are non-segregated except that separate or single user toilet and necessary changing facilities shall be provided to assure privacy between the sexes.
 - o. Document and maintain a record of all solicitations of offers for subcontracts from minority and female construction contractors and suppliers, including circulation of solicitations to minority and female contractor associations and other business associations.

-
- p. Conduct a review, at least annually, of all supervisor's adherence to and performance under the Contractor's EEO policies and affirmative action obligations.
8. Contractors are encouraged to participate in voluntary associations, which assist in fulfilling one or more of their affirmative action obligations (7a through 7p). The efforts of a contractor association, joint contractor union, contractor community, or other similar groups of which the Contractor is a member and participant may be asserted as fulfilling any one or more of its obligations under 7a through 7p of these specifications provided that the Contractor actively participates in the group, makes every effort to assure that the group has a positive impact on the employment of minorities and women in the industry, ensures that the concrete benefits of the program are reflected in the Contractor's minority and female workforce participation, makes a good faith effort to meet its individual goals and timetables, and can provide access to documentation which demonstrates the effectiveness of actions taken on behalf of the Contractor. The obligation to comply, however, is the Contractor's and failure of such a group to fulfill an obligation shall not be a defense for the Contractor's noncompliance.
9. A single goal for minorities and a separate single goal for women have been established. The Contractor, however, is required to provide equal employment opportunity and to take affirmative action for all minority groups, both male and female, and all women, both minority and non-minority. Consequently, if the particular group is employed in a substantially disparate manner (for example, even though the Contractor has achieved its goals for women generally), the Contractor may be in violation of the Executive Order if a specific minority group of women is underutilized.
10. The Contractor shall not use the goals and timetables or affirmative action standards to discriminate against any person because of race, color, religion, sex, or national origin.
11. The Contractor shall not enter into any subcontract with any person or firm debarred from Government contracts pursuant to Executive Order 11246.
12. The Contractor shall carry out such sanctions and penalties for violation of these specifications and of the Equal Opportunity Clause, including suspension, termination, and cancellation of existing subcontracts as may be imposed or ordered pursuant to Executive Order 11246, as amended, and its implementing regulations, by the Office of Federal Contract Compliance Programs. Any contractor who fails to carry out such sanctions and penalties shall be in violation of these specifications and Executive Order 11246, as amended.
13. The Contractor, in fulfilling its obligations under these specifications, shall implement specific affirmative action steps, at least as extensive as those standards prescribed in paragraph 7 of these specifications, so as to achieve maximum results from its efforts to ensure equal employment opportunity. If the Contractor fails to comply with the requirements of the Executive Order, the implementing regulations, or these specifications, the Director shall proceed in accordance with 41 CFR §60-4.8.
14. The Contractor shall designate a responsible official to monitor all employment related activity to ensure that the company EEO policy is being carried out, to submit reports relating to the provisions hereof as may be required by the Government, and to keep records. Records shall at least include for each employee, the name, address, telephone number, construction trade, union affiliation if any, employee identification number when

assigned, social security number, race, sex, status (e.g., mechanic, apprentice, trainee, helper, or laborer), dates of changes in status, hours worked per week in the indicated trade, rate of pay, and locations at which the Work was performed. Records shall be maintained in an easily understandable and retrievable form; however, to the degree that existing records satisfy this requirement, contractors shall not be required to maintain separate records.

15. Nothing herein provided shall be construed as a limitation upon the application of other laws which establish different standards of compliance or upon the application of requirements for the hiring of local or other area residents (e.g. those under the Public Works Employment Act of 1977 and the Community Development Block Grant Program).

A17 FEDERAL FAIR LABOR STANDARDS ACT (FEDERAL MINIMUM WAGE)

SOLICITATION CLAUSE

All contracts and subcontracts that result from this solicitation incorporate by reference the provisions of 29 CFR part 201, the Federal Fair Labor Standards Act (FLSA), with the same force and effect as if given in full text. The FLSA sets minimum wage, overtime pay, recordkeeping, and child labor standards for full and part-time workers.

The Contractor has full responsibility to monitor compliance to the referenced statute or regulation. The Contractor must address any claims or disputes that arise from this requirement directly with the U.S. Department of Labor – Wage and Hour Division.

A18 LOBBYING AND INFLUENCING FEDERAL EMPLOYEES

NOTE: Certification is included in the PROPOSAL.

A19 PROHIBITION OF SEGREGATED FACILITIES

- (a) The Contractor agrees that it does not and will not maintain or provide for its employees any segregated facilities at any of its establishments, and that it does not and will not permit its employees to perform their services at any location under its control where segregated facilities are maintained. The Contractor agrees that a breach of this clause is a violation of the Equal Employment Opportunity clause in this contract.
- (b) “Segregated facilities,” as used in this clause, 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 or entertainment areas, transportation, and housing facilities provided for employees that are segregated by explicit directive or are in fact segregated on the basis of race, color, religion, sex, or national origin because of written or oral policies or employee custom. The term does not include separate or single-user rest rooms or necessary dressing or sleeping areas provided to assure privacy between the sexes.
- (c) The Contractor shall include this clause in every subcontract and purchase order that is subject to the Equal Employment Opportunity clause of this contract.

A20 OCCUPATIONAL SAFETY AND HEALTH ACT OF 1970

All contracts and subcontracts that result from this solicitation incorporate by reference the requirements of 29 CFR Part 1910 with the same force and effect as if given in full text. The employer must provide a work environment that is free from recognized hazards that may cause death or serious physical harm to the employee. The employer retains full responsibility to monitor its compliance and their subcontractor's compliance with the applicable requirements of the Occupational Safety and Health Act of 1970 (20 CFR Part 1910). The employer must address any claims or disputes that pertain to a referenced requirement directly with the U.S. Department of Labor – Occupational Safety and Health Administration.

A21 PROCUREMENT OF RECOVERED MATERIALS

Contractor and subcontractor agree to comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, and the regulatory provisions of 40 CFR Part 247. In the performance of this contract and to the extent practicable, the Contractor and subcontractors are to use products containing the highest percentage of recovered materials for items designated by the Environmental Protection Agency (EPA) under 40 CFR Part 247 whenever:

- 1) The contract requires procurement of \$10,000 or more of a designated item during the fiscal year; or
- 2) The contractor has procured \$10,000 or more of a designated item using Federal funding during the previous fiscal year.

The list of EPA-designated items is available at www.epa.gov/smm/comprehensive-procurement-guidelines-construction-products.

Section 6002(c) establishes exceptions to the preference for recovery of EPA-designated products if the contractor can demonstrate the item is:

- a) Not reasonably available within a timeframe providing for compliance with the contract performance schedule;
- b) Fails to meet reasonable contract performance requirements; or
- c) Is only available at an unreasonable price.

A22 RIGHT TO INVENTIONS (Section not applicable.)

A23 SEISMIC SAFETY

The Contractor agrees to ensure that all Work performed under this contract, including Work performed by subcontractors, conforms to a building code standard that provides a level of seismic safety substantially equivalent to standards established by the National Earthquake Hazards Reduction Program (NEHRP). Local building codes that model their code after the

current version of the International Building Code (IBC) meet the NEHRP equivalency level for seismic safety.

A24 TAX DELINQUENCY AND FELONY CONVICTIONS

NOTE: Certification is included in the PROPOSAL.

A25 TERMINATION OF CONTRACT

**TERMINATION FOR CONVENIENCE
(CONSTRUCTION & EQUIPMENT CONTRACTS)**

The Owner may terminate this contract in whole or in part at any time by providing written notice to the Contractor. Such action may be without cause and without prejudice to any other right or remedy of Owner. Upon receipt of a written notice of termination, except as explicitly directed by the Owner, the Contractor shall immediately proceed with the following obligations regardless of any delay in determining or adjusting amounts due under this clause:

1. Contractor must immediately discontinue Work as specified in the written notice.
2. Terminate all subcontracts to the extent they relate to the Work terminated under the notice.
3. Discontinue orders for materials and services except as directed by the written notice.
4. Deliver to the Owner all fabricated and partially fabricated parts, completed and partially completed Work, supplies, equipment and materials acquired prior to termination of the Work, and as directed in the written notice.
5. Complete performance of the Work not terminated by the notice.
6. Take action as directed by the Owner to protect and preserve property and Work related to this contract that Owner will take possession.

Owner agrees to pay Contractor for:

- 1) completed and acceptable Work executed in accordance with the contract documents prior to the effective date of termination;
- 2) documented expenses sustained prior to the effective date of termination in performing Work and furnishing labor, materials, or equipment as required by the contract documents in connection with uncompleted Work;
- 3) reasonable and substantiated claims, costs, and damages incurred in settlement of terminated contracts with Subcontractors and Suppliers; and
- 4) reasonable and substantiated expenses to the Contractor directly attributable to Owner's termination action.

Owner will not pay Contractor for loss of anticipated profits or revenue or other economic loss arising out of or resulting from the Owner's termination action.

The rights and remedies this clause provides are in addition to any other rights and remedies provided by law or under this contract.

TERMINATION FOR DEFAULT (CONSTRUCTION)

Section 80-09 of FAA Advisory Circular 150/5370-10 establishes conditions, rights, and remedies associated with Owner termination of this contract due to default of the Contractor.

TERMINATION FOR DEFAULT (EQUIPMENT)

The Owner may, by written notice of default to the Contractor, terminate all or part of this Contract if the Contractor:

1. Fails to commence the Work under the Contract within the time specified in the Notice-to-Proceed;
2. Fails to make adequate progress as to endanger performance of this Contract in accordance with its terms;
3. Fails to make delivery of the equipment within the time specified in the Contract, including any Owner approved extensions;
4. Fails to comply with material provisions of the Contract;
5. Submits certifications made under the Contract and as part of their proposal that include false or fraudulent statements; or
6. Becomes insolvent or declares bankruptcy.

If one or more of the stated events occur, the Owner will give notice in writing to the Contractor and Surety of its intent to terminate the contract for cause. At the Owner's discretion, the notice may allow the Contractor and Surety an opportunity to cure the breach or default.

If within 10 days of the receipt of notice, the Contractor or Surety fails to remedy the breach or default to the satisfaction of the Owner, the Owner has authority to acquire equipment by other procurement action. The Contractor will be liable to the Owner for any excess costs the Owner incurs for acquiring such similar equipment.

Payment for completed equipment delivered to and accepted by the Owner shall be at the Contract price. The Owner may withhold from amounts otherwise due the Contractor for such completed equipment, such sum as the Owner determines to be necessary to protect the Owner against loss because of Contractor default.

Owner will not terminate the Contractor's right to proceed with the Work under this clause if the delay in completing the Work arises from unforeseeable causes beyond the control and without the fault or negligence of the Contractor. Examples of such acceptable causes include: acts of God, acts of the Owner, acts of another Contractor in the performance of a contract with the Owner, and severe weather events that substantially exceed normal conditions for the location.

If, after termination of the Contractor's right to proceed, the Owner determines that the Contractor was not in default, or that the delay was excusable, the rights and obligations of the parties will be the same as if the Owner issued the termination for the convenience the Owner.

The rights and remedies of the Owner in this clause are in addition to any other rights and remedies provided by law or under this contract.

A26 TRADE RESTRICTION CERTIFICATION

NOTE: Certification is included in the PROPOSAL.

A27 VETERAN'S PREFERENCE

In the employment of labor (excluding executive, administrative, and supervisory positions), the Contractor and all sub-tier contractors must give preference to covered veterans as defined within Title 49 United States Code Section 47112. Covered veterans include Vietnam-era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns (as defined by 15 USC 632) owned and controlled by disabled veterans. This preference only applies when there are covered veterans readily available and qualified to perform the Work to which the employment relates.

SP 70-24 New York State Department of Transportation (NYSDOT) standard clauses for New York state contracts. The following verbiage is included verbatim from Appendix A, Standard Clauses for New York State Contracts, dated October 2019 as required by New York State Department of Transportation grant assurances:

STANDARD CLAUSES FOR NYS CONTRACTS

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

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

2. NON-ASSIGNMENT CLAUSE. In accordance with Section 138 of the State Finance Law, this contract may not be assigned by the Contractor or its right, title or interest therein assigned, transferred, conveyed, sublet or otherwise disposed of without the State's previous written consent, and attempts to do so are null and void. Notwithstanding the foregoing, such prior written consent of an assignment of a contract let pursuant to Article XI of the State Finance Law may be waived at the discretion of the contracting agency and with the concurrence of the State Comptroller where the original contract was subject to the State Comptroller's approval, where the assignment is due to a reorganization, merger or consolidation of the Contractor's business entity or enterprise. The State retains its right to approve an assignment and to require that any Contractor demonstrate its responsibility to do business with the State. The Contractor may, however, assign its right to receive payments without the State's prior written consent unless this contract concerns Certificates of Participation pursuant to Article 5-A of the State Finance Law.

3. COMPTROLLER'S APPROVAL. In accordance with Section 112 of the State Finance Law (or, if this contract is with the State University or City University of New York, Section 355 or Section 6218 of the Education Law), if this contract exceeds \$50,000 (or the minimum thresholds agreed to by the Office of the State Comptroller for certain S.U.N.Y. and C.U.N.Y. contracts), or if this is an amendment for any amount to a contract which, as so amended, exceeds said statutory amount, or if, by this contract, the State agrees to give something other than money when the value or reasonably estimated value of such consideration exceeds \$25,000, it shall not be valid, effective or binding upon the State until it has been

approved by the State Comptroller and filed in his office. Comptroller's approval of contracts let by the Office of General Services is required when such contracts exceed \$85,000 (State Finance Law § 163.6-a). However, such pre-approval shall not be required for any contract established as a centralized contract through the Office of General Services or for a purchase order or other transaction issued under such centralized contract.

4. WORKERS' COMPENSATION BENEFITS. In accordance with Section 142 of the State Finance Law, this contract shall be void and of no force and effect unless the Contractor shall provide and maintain coverage during the life of this contract for the benefit of such employees as are required to be covered by the provisions of the Workers' Compensation Law.

5. NON-DISCRIMINATION REQUIREMENTS. To the extent required by Article 15 of the Executive Law (also known as the Human Rights Law) and all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor will not discriminate against any employee or applicant for employment, nor subject any individual to harassment, because of age, race, creed, color, national origin, sexual orientation, gender identity or expression, military status, sex, disability, predisposing genetic characteristics, familial status, marital status, or domestic violence victim status or because the individual has opposed any practices forbidden under the Human Rights Law or has filed a complaint, testified, or assisted in any proceeding under the Human Rights Law. Furthermore, in accordance with Section 220-e of the Labor Law, if this is a contract for the construction, alteration or repair of any public building or public work or for the manufacture, sale or distribution of materials, equipment or supplies, and to the extent that this contract shall be performed within the State of New York, Contractor agrees that neither it nor its subcontractors shall, by reason of race, creed, color, disability, sex, or national origin: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. If this is a building service contract as defined in Section 230 of the Labor Law, then, in accordance with Section 239 thereof, Contractor agrees that neither it nor its subcontractors shall by reason of race, creed, color, national origin, age, sex or disability: (a) discriminate in hiring against any New York State citizen who is qualified and available to perform the work; or (b) discriminate against or intimidate any employee hired for the performance of work under this contract. Contractor is subject to fines of \$50.00 per person per day for any violation of Section 220-e or Section 239 as well as possible termination of this contract and forfeiture of all moneys due hereunder for a second or subsequent violation.

6. WAGE AND HOURS PROVISIONS. If this is a public work contract covered by Article 8 of the Labor Law or a building service contract covered by Article 9 thereof, neither Contractor's employees nor the employees of its subcontractors may be required or permitted to work more than the number of hours or days stated in said statutes, except as otherwise provided in the Labor Law and as set forth in prevailing wage and supplement schedules issued by the State Labor Department. Furthermore, Contractor and its subcontractors must pay at least the prevailing wage rate and pay or provide the prevailing supplements, including the premium rates for overtime pay, as determined by the State Labor Department in accordance with the Labor Law. Additionally, effective April 28, 2008, if this is a public work contract covered by Article 8 of the Labor Law, the Contractor understands and agrees that the filing of payrolls in a manner consistent with Subdivision 3-a of Section 220 of the Labor Law shall be a condition precedent to payment by the State of any State approved sums due and owing for work done upon the project.

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

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

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

10. RECORDS. The Contractor shall establish and maintain complete and accurate books, records, documents, accounts and other evidence directly pertinent to performance under this contract (hereinafter, collectively, the "Records"). The Records must be kept for the balance of the calendar year in which they were made and for six (6) additional years thereafter. The State Comptroller, the Attorney General and any other person or entity authorized to conduct an examination, as well as the agency or agencies involved in this contract, shall have access to the Records during normal business hours at an office of the Contractor within the State of New York or, if no such office is available, at a mutually agreeable and reasonable venue within the State, for the term specified above for the purposes of inspection, auditing and copying. The State shall take reasonable steps to protect from public disclosure any of the Records which are exempt from disclosure under Section 87 of the Public Officers Law (the "Statute") provided that: (i) the Contractor shall timely inform an appropriate State official, in writing, that said records should not be disclosed; and (ii) said records shall be sufficiently identified; and (iii) designation of said records as exempt under the Statute is reasonable. Nothing contained herein shall diminish, or in any way adversely affect, the State's right to discovery in any pending or future litigation.

11. IDENTIFYING INFORMATION AND PRIVACY NOTIFICATION. (a) Identification Number(s). Every invoice or New York State Claim for Payment submitted to a New York State agency by a payee, for payment for the sale of goods or services or for transactions (e.g., leases, easements, licenses, etc.) related to real or personal property must include the payee's identification number. The number is any or all of the following: (i) the payee's Federal employer identification number, (ii) the payee's Federal social security number, and/or (iii) the payee's Vendor Identification Number assigned by the Statewide Financial System. Failure to include such number or numbers may delay payment. Where the payee does not have such number or numbers, the payee, on its invoice or Claim for Payment, must give the reason or reasons why the payee does not have such number or numbers.

(b) Privacy Notification. (1) The authority to request the above personal information from a seller of goods or services or a lessor of real or personal property, and the authority to maintain such information, is found

in Section 5 of the State Tax Law. Disclosure of this information by the seller or lessor to the State is mandatory. The principal purpose for which the information is collected is to enable the State to identify individuals, businesses and others who have been delinquent in filing tax returns or may have understated their tax liabilities and to generally identify persons affected by the taxes administered by the Commissioner of Taxation and Finance. The information will be used for tax administration purposes and for any other purpose authorized by law. (2) The personal information is requested by the purchasing unit of the agency contracting to purchase the goods or services or lease the real or personal property covered by this contract or lease. The information is maintained in the Statewide Financial System by the Vendor Management Unit within the Bureau of State Expenditures, Office of the State Comptroller, 110 State Street, Albany, New York 12236.

12. EQUAL EMPLOYMENT OPPORTUNITIES FOR MINORITIES AND WOMEN. In accordance with Section 312 of the Executive Law and 5 NYCRR Part 143, if this contract is: (i) a written agreement or purchase order instrument, providing for a total expenditure in excess of \$25,000.00, whereby a contracting agency is committed to expend or does expend funds in return for labor, services, supplies, equipment, materials or any combination of the foregoing, to be performed for, or rendered or furnished to the contracting agency; or (ii) a written agreement in excess of \$100,000.00 whereby a contracting agency is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon; or (iii) a written agreement in excess of \$100,000.00 whereby the owner of a State assisted housing project is committed to expend or does expend funds for the acquisition, construction, demolition, replacement, major repair or renovation of real property and improvements thereon for such project, then the following shall apply and by signing this agreement the Contractor certifies and affirms that it is Contractor's equal employment opportunity policy that:

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

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

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

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

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

13. CONFLICTING TERMS. In the event of a conflict between the terms of the contract (including any and all attachments thereto and amendments thereof) and the terms of this Appendix A, the terms of this Appendix A shall control.

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

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

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

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

18. PROHIBITION ON PURCHASE OF TROPICAL HARDWOODS. The Contractor certifies and warrants that all wood products to be used under this contract award will be in accordance with, but not limited to, the specifications and provisions of Section 165 of the State Finance Law, (Use of Tropical Hardwoods) which prohibits purchase and use of tropical hardwoods, unless specifically exempted, by the State or any governmental agency or political subdivision or public benefit corporation. Qualification for an exemption under this law will be the responsibility of the contractor to establish to meet with the approval of the State.

In addition, when any portion of this contract involving the use of woods, whether supply or installation, is to be performed by any subcontractor, the prime Contractor will indicate and certify in the submitted bid proposal that the subcontractor has been informed and is in compliance with specifications and provisions regarding use of tropical hardwoods as detailed in § 165 State Finance Law. Any such use must meet with the approval of the State; otherwise, the bid may not be considered responsive. Under bidder certifications, proof of qualification for exemption will be the responsibility of the Contractor to meet with the approval of the State.

19. MACBRIDE FAIR EMPLOYMENT PRINCIPLES (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). 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 (APPLICABLE ONLY IN NON-FEDERAL AID NEW YORK STATE CONTRACTS). It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors and suppliers on its procurement contracts.

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

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

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

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

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

- (a) The Contractor has made reasonable efforts to encourage the participation of New York State Business Enterprises as suppliers and subcontractors, including certified minority- and women-owned business enterprises, on this project, and has retained the documentation of these efforts to be provided upon request to the State;
- (b) The Contractor has complied with the Federal Equal Opportunity Act of 1972 (P.L. 92-261), as amended;
- (c) The Contractor agrees to make reasonable efforts to provide notification to New York State residents of employment opportunities on this project through listing any such positions with the Job Service Division of the New York State Department of Labor, or providing such notification in such manner as is consistent with existing collective bargaining contracts or agreements. The Contractor agrees to document these efforts and to provide said documentation to the State upon request; and
- (d) The Contractor acknowledges notice that the State may seek to obtain offset credits from foreign countries as a result of this contract and agrees to cooperate with the State in these efforts.

21. RECIPROCITY AND SANCTIONS PROVISIONS. Bidders are hereby notified that if their principal place of business is located in a country, nation, province, state or political subdivision that penalizes New York State vendors, and if the goods or services they offer will be substantially produced or performed outside New York State, the Omnibus Procurement Act 1994 and 2000 amendments (Chapter 684 and Chapter 383, respectively, codified in State Finance Law § 165(6) and Public Authorities Law § 2879(5))) require that they be denied contracts which they would otherwise obtain. NOTE: As of

October 2019, the list of discriminatory jurisdictions subject to this provision includes the states of South Carolina, Alaska, West Virginia, Wyoming, Louisiana and Hawaii.

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

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

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

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

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

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

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

During the term of the Contract, should the state agency receive information that a person (as defined in State Finance Law § 165-a) is in violation of the above-referenced certifications, the state agency will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then the state agency shall take such action as may be appropriate

and provided for by law, rule, or contract, including, but not limited to, imposing sanctions, seeking compliance, recovering damages, or declaring the Contractor in default.

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

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

SP 70-25 NYSDOT terms and conditions. The following verbiage is included verbatim as required by a New York State Department of Transportation grant assurance:

TERMS AND CONDITIONS (ADDENDUM NO. 1):

1. The Grantee agrees to incorporate or cause to be incorporated into any contract for construction Work, or furnishing of any materials, supplies, or equipment or professional consulting services of any kind in connection with the Project, clauses under which the Contractor:
 - a. Agrees to procure and maintain insurance of the kinds and in the amounts specified.
 - b. Agrees that it will comply with the requirements of the State Labor Law and particularly Sections 220 and 220-4.
 - c. Agrees that during the performance of this contract, the Contractor will not discriminate against any employee or applicant for employment because of race, creed, sex, color or national origin and will comply with the Non-Discrimination provisions set forth in Appendix A hereof.
 - d. Agrees that it will cause all persons employed upon the Work including its subcontractors, agents, officers and employees, to comply with all applicable laws in the jurisdiction in which the Work is performed.
 - e. Agrees not to assign, transfer, convey, sublet or otherwise dispose of this agreement or any part thereof, or of its right, title or interest therein or its power to execute such agreement to any person, company or corporation without the previous consent in writing of the Grantee and the Commissioner of Transportation.
 - f. Agrees that in accordance with its status as an independent contractor, it will conduct itself with such status that it will neither hold itself out as nor claim to be an officer or employee of the State by reason hereof, and that it will not by reason hereof, make any claim demand of application to or for any right or privilege applicable to an officer or employee of the State, including, but not limited to, Workmen's Compensation coverage, Unemployment Insurance Benefits, Social Security coverage or Retirement membership or Credit.

-
- g. Agrees that this agreement may be canceled or terminated by the Grantee if any Work under this agreement is in conflict with the provisions of Section 74 of the Public Officers Law.
 - h. Agrees that any patentable result arising out of this Agreement, as well as all information, designs, specification, know-how, data, and findings, shall be made available without cost to the State or its licenses for public use.
 - i. Agrees that for construction Work it will furnish a performance bond in an amount at least equal to 100 percent of this Contract Price as security for the faithful performance of its contract and also a payment bond in an amount equal to 100 percent of its contract price as security for the payment of all persons performing labor on the project under its Contract and furnishing materials in connection with its Contract. The performance bond and the labor and material bond may be in one or in separate instruments in accordance with law.
 - j. Agrees that the Commissioner and the State Comptroller reserve the right to audit and inspect the Work of the contractor and any and all records thereof through representatives of the State, as well as through officers and employees of the State, as they shall determine.
 - k. Agrees that the State shall not be obligated or liable hereunder to any party other than the Grantee.
 - l. Agrees that if any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of the applicable law.
 - m. Agrees that by execution of the Agreement the Contractor represents that it has not paid and, also, agrees not to pay, any bonus or commission for the purpose of obtaining an approval of this agreement.
 - n. Agrees that all project documents requiring formal approval by a Federal Agency will be submitted to the Commissioner for his prior approval and forwarding to the Federal Agency for its formal approval.
 - 2. The Grantee agrees to give full opportunity for free, open and competitive bidding for each contract to be let by it calling for construction or the furnishing of any materials, supplies, or equipment to be paid for with Project funds in accordance with the requirements of Section 103 of the General Municipal Law, the State Finance Law and any other applicable State Laws, Regulations or any requirements or opinions of the State comptroller.
 - 3. The Grantee agrees that contracts for professional or consulting services may be negotiated, but they must be in writing and must state the maximum compensation or reimbursement to be paid. Negotiations must be adequately documented to show consultants considered, proposals received, reasons for selecting the proposed consultant, and the unit basis or other detailed explanation in support of the amount of compensation to be paid.

SP-70-26 Labor affidavits, New York State Laws of 1988. The following outlines the certification and reporting procedures required by the Office of the State Comptroller to implement Chapter 698, Laws of 1988 (Labor Affidavits) for all public improvement contracts let (bid opening date) after March 1, 1989.

COPIES OF AFFIDAVITS FOLLOW THE END OF THIS SECTION.

-
- A. The prime contractor must provide each subcontractor with a copy of the schedule of wages and supplements specified in the contract before the subcontractor's Work is started.
 - B. The prime contractor must immediately obtain the subcontractor's certification. Such certification must be maintained by the prime contractor until the final payment is requested. The prime contractor's and subcontractor's certification forms are on the following three (3) pages.
 - C. If revised schedules of wages and supplements are issued, the prime contractor must provide each subcontractor with such revised schedules and obtain a revised subcontractor's certification.
 - D. The prime contractor must submit a labor affidavit in support of the payment of wages to its own employees.
 - E. The subcontractor's certification (s) and the prime contractor's affidavit must be submitted to the State Comptroller's Office with the prime contractor's final payment request. Failure to obtain and provide the required certifications will delay the contractor's final payment.

NOTE: The term subcontractor applies to both subcontractors of the contractor and subcontractors of a subcontractor.

SP 90-12 Security for construction warranty. The Contractor shall upon final acceptance of the Work, furnish a bond to the Owner in a sum equal to ten percent (10%) of the amount of the Contract price, executed by a surety company authorized by the Department of Insurance of the State of New York to execute such a bond in this State, and which bond shall be approved as to form and manner of execution by the Owner's attorney. This bond shall be conditioned for the faithful performance by the Contractor of the conditions and stipulations of the subsection titled ACCEPTANCE AND FINAL PAYMENT of this section, thereof relating to maintenance and repair, for a period of one (1) year from the date of the final acceptance of the Work. In lieu of the filing of such bond, a sum of money equal to said ten percent (10%) may be retained out of any monies due to the Contractor and be held for one (1) year, or until the bond above described is filed.

SP 90-13 Lien law. If, at any time before or within thirty (30) days after the Work of this Contract has been completed and accepted by the Owner, any person or persons claiming to have performed any labor or furnished any material toward the performance or completion of this Contract shall file with the Engineer and with the financial officer of the Owner, or other officer or person charged with the custody and disbursement of the Owner's funds applicable to this Contract under which the claim is made, such notice as is prescribed in Section 12 of the New York State Lien Law, as may be amended, then and in every such case the Owner shall retain (regardless of any other provision of the Contract Documents) from the monies under its control and due or to grow due under this Agreement, as much of such monies as shall be sufficient to pay, satisfy and discharge the amount in such notice claimed to be due to the person or persons filing such lien, together with the reasonable cost of any actions brought to enforce such claim or the lien creating by the filing of such notice. The monies so retained shall be retained by the Owner until the lien thereon created by the filing of the notice shall be discharged pursuant to Section 18 of the New York State Lien Law, as may be amended.

CONTRACTOR'S DBE PLAN

(Submit this form and attach one DBE Letter of Intent Form for each DBE subcontractor, supplier or manufacturer.)

Airport Name: Orange County Airport (MGJ)

Project Name: Snow Removal Equipment (SRE) Storage Building Construction

FAA AIP Project No: 3-36-0059-043-2019 (Design); 3-36-0059-XXX-2020 (Construction)

Total Awarded Contract Amount: \$

Name of Bidder's Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Printed name of signer: _____

Printed title of signer: _____

DBE UTILIZATION SUMMARY

	<u>DBE Contract Amount</u>	<u>DBE Value</u>	<u>Contract %</u>
DBE Prime Contractor	\$_____ x 1.00 =	\$_____	_____%
DBE Subcontractors	\$_____ x 1.00 =	\$_____	_____%
DBE Suppliers *	\$_____ x 0.60 =	\$_____	_____%
DBE Brokers **	\$_____ x 1.00 =	\$_____	_____%
DBE Manufacturers	\$_____ x 1.00 =	\$_____	_____%
Total Proposed DBE Participation ***		\$_____	_____%
Established DBE Goal		\$_____	_____%

* Applicable only to regular dealers.

** Applicable only to the amount of fees or commissions charged for assistance in the procurement of material and supplies, or fees and transportation charges for delivery of material and supplies.

*** If the total proposed DBE participation is less than the established DBE goal, bidder must provide written documentation of the good faith efforts as required by 49 CFR Part 26.

Affirmation:

The undersigned hereby assures that the information included herein is true and correct, and that the DBE firm(s) listed on the attached DBE Letter of Intent Forms have agreed to perform a commercially useful function in the Work items noted for each firm. The undersigned further understands that no changes to this plan may be made without prior approval from the Civil Rights Staff of the FAA.

By: _____
(Signature of Bidder's representative) (Title)

DBE LETTER OF INTENT FORM

(Submit one form for each DBE subcontractor, supplier or manufacturer.)

Project Name/Location: Snow Removal Equipment (SRE) Storage Building Construction: Orange County Airport (MGJ)

FAA AIP Project No: 3-36-0059-043-2019 (Design): 3-36-0059-XXX-2021 Construction

Name of Bidder's Firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Name of DBE firm: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Contact Person: _____ Telephone: _____

Certifying Agency: _____ Expiration Date: _____
(DBE firm shall submit evidence, such as a photocopy, of their certification status)

Classification: ☐ Prime Contractor ☐ Subcontractor ☐ Broker
☐ Manufacturer ☐ Supplier

Disadvantaged Group (check one):

Black American <input type="checkbox"/>	Hispanic American <input type="checkbox"/>	Native American <input type="checkbox"/>	Subcont. Asian American <input type="checkbox"/>
Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>
Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>
Asian Pacific American <input type="checkbox"/>	Non-Minority <input type="checkbox"/>	Other (not of any group listed here) <input type="checkbox"/>	
Male <input type="checkbox"/>	Male <input type="checkbox"/>	Male <input type="checkbox"/>	
Female <input type="checkbox"/>	Female <input type="checkbox"/>	Female <input type="checkbox"/>	

SUMMARY OF WORK ITEMS

Work Item(s)	Description of Work Item	NAICS	Estimated Quantity	Total Value

The bidder is committed to utilizing the above-named DBE firm for the Work described above. The estimated dollar value of this Work is \$ _____.

Affirmation:

The above-named DBE firm affirms that it will perform the portion of the contract for the estimated dollar value as stated above.

By: _____
(Signature of DBE firm's representative) (Title)

If the bidder does not receive award of the prime contract, any and all representations in this Letter of Intent and Affirmation shall be null and void.

**DISADVANTAGED BUSINESS ENTERPRISE
DBE PARTICIPATION SUMMARY**
(Submit one form for each DBE Firm.)

Airport Name Orange County Airport (MGJ)

Contractor Name: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Firm DBE Firm: _____

Address: _____

City: _____ State: _____ Zip: _____

DBE Contact Person Name: _____ Phone: _____

DBE Certification Agency: _____ Expiration Date: _____

Each DBE Firm shall submit evidence (such as a photocopy) of their certification status.

**DBE Commitments/Awards
-Breakdown By
Ethnicity & Gender**

☐ Black American
☐ Hispanic American
☐ Native American
☐ Subcontinent Asian American

☐ Asian-Pacific American
☐ Non-Minority Women
☐ Other (i.e. not of any group listed here)

Classification:

☐ Prime Contractor
☐ Manufacturer
☐ Subcontractor

☐ Supplier
☐ Broker

Work items performed by DBE	Description	NAICS	Quantity	Amount Paid to DBE

The Contractor utilized the above-named DBE Firm for the Work items described above.
The actual participation is as follows:

Total amount paid to DBE Firm: \$ _____ Percent of Contractor's total contract: _____ %

Affirmation:

The above-named DBE Firm affirms that it has performed the Work items described above and has been paid the amount stated above.

By: _____
(Signature) (Title)

SUBCONTRACTOR'S PROMPT PAYMENT CERTIFICATION

NOTE: Each Contractor shall provide a copy of this form to each of their Subcontractors (DBE and non-DBE) that are working on or has worked on this project. This certification applies to all tier Subcontractors. A completed copy of this form shall be submitted to the Sponsor's representative, the Prime Contractor and the Contractor you are working for at least 7 days prior to an application for payment. Any Subcontractor failing to submit a copy of this form shall be cause for the Sponsor's representative to delay the payment application. Reference Section 70-21, Item 12 for information on 49 CFR §26.29 with regard to Prompt Payment.

Should a Subcontractor indicate that they have not received payment for Work they performed in which their Contractor has received payment, the Sponsor shall withhold the delinquent amount indicated unless the Contractor received written approval from the Sponsor of the Contractor's written request justifying withholding payment from the Subcontractor.

=====

Project Title: Snow Removal Equipment (SRE) Storage Building Construction

Airport Name: Orange County Airport

AIP No.: 3-36-0059-043-2019 (Design): 3-36-0059-XXX-2021 (Construction)

Company Name: _____

Company Address: _____

_____ Contact Phone No.: _____

Contractor's Name you subcontract to: _____

=====

1. Have you performed Work on this project within the last 30 days? Yes ___ No ___

2. Has the Work you performed within the last 30 days been completed and accepted by the Engineer?
Yes ___ No ___ Not sure ___

3. Have you been paid by the contractor you subcontracted with for the Work you performed?
Yes ___ No ___

4. Estimated value of Work performed in which you did not receive payment: \$

5. Have you completed all Work that you are required to perform on this contact? Yes ___ No ___

Written Name of Subcontractor's Rep. _____

Signature: _____ Date: _____

MONTHLY PAYMENT REPORT

Name of Contractor's Firm: _____

Project Name/Location: _____

FAA AIP Project No.: _____

Subcontractor/DBE Supplier Name*	DBE Y/N	Subcontractor Contract Amount	Pay App #	Payment Period Date (From-To)	Amount Invoiced To Date	Amount Paid To Date	Current Retainage Amount	Total Retainage	Previous Payment Amount	Previous Payment Date	Total Payment Amount to Date

***ALL Subcontractors Must Be Listed – ONLY DBE Suppliers Must Be Listed**

Signature of Contractor's Representative

Print Contractor's Representative

Date

SMALL BUSINESS PARTICIPATION PLAN	
Sponsor's Name:	Orange County, New York
Airport Name:	Orange County Airport
City, State:	Montgomery, New York
AIP Number:	<u>3-36-0059-043-2019 (Design): 3-36-0059-XXX-2021 Construction</u>
Federal Fiscal Year:	

In accordance with 49 CFR Part 26, §26.39, the following detailed list shall be completed by the Contractor for construction Work items and professional services Work items to be performed by all subcontractors and suppliers which will be involved in the Work that qualify as a Small Business, whether registered as such, or not. The firms listed do not have to be certified DBE firms. This form shall be filled out and submitted to the Sponsor prior to the start of construction.

Small Business Firms to be Utilized (Name, Address, Phone)		Work to be Performed	Total Estimated Cost of Work
Name			
Address			
City, State, Zip			
Telephone			
Is the Firm DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, State, Zip			
Telephone			
Is the Firm DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, State, Zip			
Telephone			
Is the Firm DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

SMALL BUSINESS PARTICIPATION PLAN
(cont'd)

Name			
Address			
City, State, Zip			
Telephone			
Is the Firm DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, State, Zip			
Telephone			
Is the Firm DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, State, Zip			
Telephone			
Is the Firm DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		
Name			
Address			
City, State, Zip			
Telephone			
Is the Firm DBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No		

(The Contractor may duplicate this form as necessary if additional space is required.)

The undersigned hereby assures that the information included herein is true and correct to the best of his/her knowledge, and that it is your intent to utilize these small business firm(s) listed for the Work items noted.

By: _____ (Contractor's Signature) _____ (Title)

_____ (Contractor's Printed Name) _____ (Date)

Equal Employment Opportunity is THE LAW

Private Employers, State and Local Governments, Educational Institutions, Employment Agencies and Labor Organizations

Applicants to and employees of most private employers, state and local governments, educational institutions, Employment agencies, and labor organizations are protected under Federal law from discrimination on the following bases.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Title VII of the Civil Rights Act of 1964, as amended, protects applicants and employees from discrimination in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment, on the basis of race, color, religion, sex (including pregnancy), or national origin. Religious discrimination includes failing to reasonably accommodate an employee's religious practices where the accommodation does not impose undue hardship.

DISABILITIES

Title I and Title V of the Americans with Disabilities Act of 1990, as amended, protect qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified individual with a disability who's is an applicant or employee, barring undue hardship.

AGE

The Age Discrimination in Employment Act of 1967, as amended, protects applicants and employees 40 years of age or older from discrimination based on age in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment.

SEX (WAGES)

In addition to sex discrimination prohibited by Title VII of the Civil Rights Act, as amended, the Equal Pay Act of 1963, as amended, prohibits sex discrimination in payment of wages to women and men performing substantially equal work jobs that require equal skill, effort, and responsibility, under similar working conditions, in the same establishment.

GENETICS

Title II of the Genetic Information Nondiscrimination Act of 2008 protects applicants and employees from discrimination based on genetic information in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. GINA also restricts employers' acquisition of genetic information and strictly limits disclosure of genetic information. Genetic information includes information about genetic tests of applicants, employees, or their family members; the manifestation of diseases or disorders in family members (family medical history); and requests for or receipt of genetic services by applicants, employees, or their family members.

RETALIATION

All of these Federal laws prohibit covered entities from retaliating against a person who files a charge of discrimination, participates in a discrimination proceeding, or otherwise opposes an unlawful employment practice.

WHAT TO DO IF YOU BELIEVE DISCRIMINATION HAS OCCURRED

There are strict time limits for filing charges of employment discrimination. To preserve the ability of EEOC to act on your behalf and to protect your right to file a private lawsuit, should you ultimately need to, you should contact EEOC promptly when discrimination is suspected:

The U.S. Equal Employment Opportunity Commission (EEOC), 1-800-669-4000 (toll-free) or 1-800-669-6820 (toll-free TTY number for individuals with hearing impairments). EEOC field office information is available at www.eeoc.gov or in most telephone directories in the U.S. Government or Federal Government section. Additional information about EEOC, including information about charge filing, is available at www.eeoc.gov.

Employers Holding Federal Contracts or Subcontracts

Applicants to and employees of companies with a Federal government contract or subcontract, are protected under Federal law from discrimination on the following bases.

RACE, COLOR, RELIGION, SEX, NATIONAL ORIGIN

Executive Order 11246, as amended, prohibits job discrimination on the basis of race, color, religion, sex or national origin, and requires affirmative action to ensure equality of opportunity in all aspects of employment.

INDIVIDUALS WITH DISABILITIES

Section 503 of the Rehabilitation Act of 1973, as amended, protects qualified individuals from discrimination on the basis of disability in hiring, promotion, discharge, pay, fringe benefits, job training, classification, referral, and other aspects of employment. Disability discrimination includes not making reasonable accommodation to the known physical or mental limitations of an otherwise qualified employee, barring undue hardship. Section 503 also requires that Federal contractors take affirmative action to employ and advance in employment qualified individuals with disabilities at all levels of employment, including the executive level.

DISABLED, RECENTLY SEPARATED, OTHER PROTECTED, AND ARMED FORCES SERVICE MEDAL VETERANS

The Vietnam Era Veterans' Readjustment Assistance Act of 1974, as amended, 38 U.S.C. 4212, prohibits job discrimination and requires affirmative action to employ and advance in employment disabled veterans, recently separated veterans (within

three years of discharge or release from active duty), other protected veterans (veterans who served during a war or in a campaign or expedition for which a campaign badge has been authorized), and Armed Forces service medal veterans (veterans who, while on active duty, participated in a U.S. military operation for which an Armed Forces service medal was awarded).

RETALIATION

Retaliation is prohibited against a person who files a complaint of discrimination, participates in an OFCCP proceeding, or otherwise opposes discrimination under these Federal laws.

Any person who believes a contractor has violated its nondiscrimination or affirmative action obligations under the authorities above should contact immediately:

The Office of Federal Contract Compliance Programs (OFCCP), U.S. Department of Labor, 200 Constitution Avenue, N.W., Washington, D.C. 20210, 1-800-397-6251 (toll-free) or (202) 693-1337 (TTY). OFCCP may also be contacted by e-mail at OFCCP-Public@dol.gov, or by calling an OFCCP regional or district office, listed in most telephone directories under U.S. Government, Department of Labor.

Programs or Activities Receiving Federal Financial Assistance

RACE, COLOR, NATIONAL ORIGIN, SEX

In addition to the protections of Title VII of the Civil Rights Act of 1964, as amended, Title VI of the Civil Rights Act of 1964, as amended, prohibits discrimination on the basis of race, color or national origin in programs or activities receiving Federal financial assistance. Employment discrimination is covered by Title VI if the primary objective of the financial assistance is provision of employment, or where employment discrimination causes or may cause discrimination in providing services under such programs. Title IX of the Education Amendments of 1972 prohibits employment discrimination on the basis of sex in educational programs or activities which receive Federal financial assistance.

INDIVIDUALS WITH DISABILITIES

Section 504 of the Rehabilitation Act of 1973, as amended, prohibits employment discrimination on the basis of disability in any program or activity which receives Federal financial assistance. Discrimination is prohibited in all aspects of employment against persons with disabilities who, with or without reasonable accommodation, can perform the essential functions of the job.

If you believe you have been discriminated against in a program of any institution which receives Federal financial assistance, you should immediately contact the Federal agency providing such assistance.

FEDERAL WAGE RATES

"General Decision Number: NY20210001 01/01/2021

Superseded General Decision Number: NY20200001

State: New York

Construction Type: Heavy Dredging

Counties: New York Statewide.
STATEWIDE

New York

All dredging, except self-propelled hopper dredges, on the Atlantic Coast and tributary waters emptying into the Atlantic Ocean.

Note: Under Executive Order (EO) 13658, an hourly minimum wage of \$10.95 for calendar year 2021 applies to all contracts subject to the Davis-Bacon Act for which the contract is awarded (and any solicitation was issued) on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least \$10.95 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2021. If this contract is covered by the EO and a classification considered necessary for performance of work on the contract does not appear on this wage determination, the contractor must pay workers in that classification at least the wage rate determined through the conformance process set forth in 29 CFR 5.5(a)(1)(ii) (or the EO minimum wage rate, if it is higher than the conformed wage rate). The EO minimum wage rate will be adjusted annually. Please note that this EO applies to the above-mentioned types of contracts entered into by the federal government that are subject to the Davis-Bacon Act itself, but it does not apply to contracts subject only to the Davis-Bacon Related Acts, including those set forth at 29 CFR 5.1(a)(2)-(60). Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

Modification Number	Publication Date
0	01/01/2021

* ENGI0025-001 10/01/2020

STATEWIDE

	Rates	Fringes
Dredging:		
CLASS A1.....	\$ 41.42	18.86+a+b
CLASS A2.....	\$ 36.91	18.86+a+b
CLASS B1.....	\$ 35.82	18.86+a+b
CLASS B2.....	\$ 33.72	18.86+a+b
CLASS C1.....	\$ 32.80	18.86+a+b
CLASS C2.....	\$ 31.74	18.86+a+b
CLASS D.....	\$ 26.37	18.86+a+b

CLASSIFICATIONS:

CLASS A1: Deck Captain; Mechanical Dredge Operator, Leverman, Licensed Tug Operator over 1000 HP.

CLASS A2: Crane Operator (360 swing).

CLASS B1: Derrick Operator (180 swing), Spider/Spill Barge Operator, Engineer, Electrician, Chief Welder, Chief Mate, Fill Placer, Operator II, Maintenance Engineer, Licensed Boat Operator, Licensed Crew Boat Operator.

CLASS B2: Certified Welder.

CLASS C1: Mate, Drag Barge Operator, Assistant Fill Placer, Welder, Steward.

CLASS C2: Boat Operator.

CLASS D: Oiler, Deckhand, Shoreman, Rodman, Scowman, Cook, Messman, Porter/Janitor.

INCENTIVE PAY: (Add to Hourly Rate)

Operator (NCCCO License/Certification) \$1.80 Licensed Tug Operator over 1000 HP (Assigned as Master) (USCG licensed Master of Towing Vessels (MOTV) \$1.80; Licensed Boat Operator (Assigned as lead boat captain) USCG licensed boat operator \$1.30; Engineer (QMED and Tankerman endorsement or licensed engineer (USCG) \$1.80 Oiler (QMED and Tankerman endorsement (USCG) \$1.80; All classifications (Tankerman endorsement only) USCG \$1.55; Deckhand or Mate (AB with Lifeboatman endorsement (USCG) \$1.80; All classifications (lifeboatman endorsement only (USCG) \$1.55; Welder (ABS certification) \$1.55

FOOTNOTES APPLICABLE TO ABOVE CRAFTS:

- a. PAID HOLIDAYS: New Year's Day, Martin Luther King, Jr.'s Birthday, Memorial Day, Good Friday, Independence Day, Labor Day, Veterans' Day, Thanksgiving Day and Christmas Day
- b. VACATION: Eight percent (8%) of the straight time rate, multiplied by the total hours worked.

WELDERS - Receive rate prescribed for craft performing
operation to which welding is incidental.

=====
Note: Executive Order (EO) 13706, Establishing Paid Sick Leave
for Federal Contractors applies to all contracts subject to the
Davis-Bacon Act for which the contract is awarded (and any
solicitation was issued) on or after January 1, 2017. If this
contract is covered by the EO, the contractor must provide
employees with 1 hour of paid sick leave for every 30 hours
they work, up to 56 hours of paid sick leave each year.
Employees must be permitted to use paid sick leave for their
own illness, injury or other health-related needs, including
preventive care; to assist a family member (or person who is
like family to the employee) who is ill, injured, or has other
health-related needs, including preventive care; or for reasons
resulting from, or to assist a family member (or person who is
like family to the employee) who is a victim of, domestic
violence, sexual assault, or stalking. Additional information
on contractor requirements and worker protections under the EO
is available at www.dol.gov/whd/govcontracts.

Unlisted classifications needed for work not included within
the scope of the classifications listed may be added after
award only as provided in the labor standards contract clauses
(29CFR 5.5 (a) (1) (ii)).

The body of each wage determination lists the classification
and wage rates that have been found to be prevailing for the
cited type(s) of construction in the area covered by the wage
determination. The classifications are listed in alphabetical
order of ""identifiers"" that indicate whether the particular
rate is a union rate (current union negotiated rate for local),
a survey rate (weighted average rate) or a union average rate
(weighted union average rate).

Union Rate Identifiers

A four letter classification abbreviation identifier enclosed
in dotted lines beginning with characters other than ""SU"" or
""UAVG"" denotes that the union classification and rate were

prevailing for that classification in the survey. Example: PLUM0198-005 07/01/2014. PLUM is an abbreviation identifier of the union which prevailed in the survey for this classification, which in this example would be Plumbers. 0198 indicates the local union number or district council number where applicable, i.e., Plumbers Local 0198. The next number, 005 in the example, is an internal number used in processing the wage determination. 07/01/2014 is the effective date of the most current negotiated rate, which in this example is July 1, 2014.

Union prevailing wage rates are updated to reflect all rate changes in the collective bargaining agreement (CBA) governing this classification and rate.

Survey Rate Identifiers

Classifications listed under the ""SU"" identifier indicate that no one rate prevailed for this classification in the survey and the published rate is derived by computing a weighted average rate based on all the rates reported in the survey for that classification. As this weighted average rate includes all rates reported in the survey, it may include both union and non-union rates. Example: SULA2012-007 5/13/2014. SU indicates the rates are survey rates based on a weighted average calculation of rates and are not majority rates. LA indicates the State of Louisiana. 2012 is the year of survey on which these classifications and rates are based. The next number, 007 in the example, is an internal number used in producing the wage determination. 5/13/2014 indicates the survey completion date for the classifications and rates under that identifier.

Survey wage rates are not updated and remain in effect until a new survey is conducted.

Union Average Rate Identifiers

Classification(s) listed under the UAVG identifier indicate that no single majority rate prevailed for those classifications; however, 100% of the data reported for the classifications was union data. EXAMPLE: UAVG-OH-0010 08/29/2014. UAVG indicates that the rate is a weighted union average rate. OH indicates the state. The next number, 0010 in the example, is an internal number used in producing the wage determination. 08/29/2014 indicates the survey completion date for the classifications and rates under that identifier.

A UAVG rate will be updated once a year, usually in January of each year, to reflect a weighted average of the current

negotiated/CBA rate of the union locals from which the rate is based.

WAGE DETERMINATION APPEALS PROCESS

1.) Has there been an initial decision in the matter? This can be:

- * an existing published wage determination
- * a survey underlying a wage determination
- * a Wage and Hour Division letter setting forth a position on a wage determination matter
- * a conformance (additional classification and rate) ruling

On survey related matters, initial contact, including requests for summaries of surveys, should be with the Wage and Hour Regional Office for the area in which the survey was conducted because those Regional Offices have responsibility for the Davis-Bacon survey program. If the response from this initial contact is not satisfactory, then the process described in 2.) and 3.) should be followed.

With regard to any other matter not yet ripe for the formal process described here, initial contact should be with the Branch of Construction Wage Determinations. Write to:

Branch of Construction Wage Determinations
Wage and Hour Division
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

2.) If the answer to the question in 1.) is yes, then an interested party (those affected by the action) can request review and reconsideration from the Wage and Hour Administrator (See 29 CFR Part 1.8 and 29 CFR Part 7). Write to:

Wage and Hour Administrator
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

The request should be accompanied by a full statement of the interested party's position and by any information (wage payment data, project description, area practice material,

etc.) that the requestor considers relevant to the issue.

3.) If the decision of the Administrator is not favorable, an interested party may appeal directly to the Administrative Review Board (formerly the Wage Appeals Board). Write to:

Administrative Review Board
U.S. Department of Labor
200 Constitution Avenue, N.W.
Washington, DC 20210

4.) All decisions by the Administrative Review Board are final.

=====

END OF GENERAL DECISION

"

STATE WAGE RATES



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Orange County

Dave Chambers, Managing Engineer
499 Col. Eileen Collins Blvd.
Syracuse NY 13212

Schedule Year 2020 through 2021
Date Requested 11/12/2019
PRC# 2019014455

Location HangarRrd
Project ID#
Project Type 2000 square foot metal storage facility with HVAC, plumbing and electrical

PREVAILING WAGE SCHEDULE FOR ARTICLE 8 PUBLIC WORK PROJECT

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

The schedule is effective from July 2020 through June 2021. All updates, corrections, posted on the 1st business day of each month, and future copies of the annual determination are available on the Department's website www.labor.ny.gov. Updated PDF copies of your schedule can be accessed by entering your assigned PRC# at the proper location on the website.

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

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

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

NOTICE OF COMPLETION / CANCELLATION OF PROJECT

Date Completed: _____ Date Cancelled: _____

Name & Title of Representative: _____

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

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

Introduction

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

Responsibilities of the Department of Jurisdiction

A Department of Jurisdiction (Contracting Agency) includes a state department, agency, board or commission; a county, city, town or village; a school district, board of education or board of cooperative educational services; a sewer, water, fire, improvement and other district corporation; a public benefit corporation; and a public authority awarding a public work contract.

The Department of Jurisdiction (Contracting Agency) awarding a public work contract MUST obtain a Prevailing Rate Schedule listing the hourly rates of wages and supplements due the workers to be employed on a public work project. This schedule may be obtained by completing and forwarding a "Request for wage and Supplement Information" form (PW 39) to the Bureau of Public Work. The Prevailing Rate Schedule MUST be included in the specifications for the contract to be awarded and is deemed part of the public work contract.

Upon the awarding of the contract, the law requires that the Department of Jurisdiction (Contracting Agency) furnish the following information to the Bureau: the name and address of the contractor, the date the contract was let and the approximate dollar value of the contract. To facilitate compliance with this provision of the Labor Law, a copy of the Department's "Notice of Contract Award" form (PW 16) is provided with the original Prevailing Rate Schedule.

The Department of Jurisdiction (Contracting Agency) is required to notify the Bureau of the completion or cancellation of any public work project. The Department's PW 200 form is provided for that purpose.

Both the PW 16 and PW 200 forms are available for completion [online](#).

Hours

No laborer, worker, or mechanic in the employ of a contractor or subcontractor engaged in the performance of any public work project shall be permitted to work more than eight hours in any day or more than five days in any week, except in cases of extraordinary emergency. The contractor and the Department of Jurisdiction (Contracting Agency) may apply to the Bureau of Public Work for a dispensation permitting workers to work additional hours or days per week on a particular public work project.

There are very few exceptions to this rule. Complete information regarding these exceptions is available on the ["Request for a dispensation to work overtime" form \(PW30\)](#) and ["4 Day / 10 Hour Work Schedule" form \(PW 30.1\)](#).

Wages and Supplements

The wages and supplements to be paid and/or provided to laborers, workers, and mechanics employed on a public work project shall be not less than those listed in the current Prevailing Rate Schedule for the locality where the work is performed. If a prime contractor on a public work project has not been provided with a Prevailing Rate Schedule, the contractor must notify the Department of Jurisdiction (Contracting Agency) who in turn must request an original Prevailing Rate Schedule form the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.ny.gov.

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

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

Payrolls and Payroll Records

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

or provided, and Daily and weekly number of hours worked in each classification.

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

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

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

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

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

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

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

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

Withholding of Payments

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

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

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

Summary of Notice Posting Requirements

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

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

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

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

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

Apprentices

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

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

Persons wishing to verify the apprentice registration of any person must do so in writing by mail, to the NYSDOL Office of Employability Development / Apprenticeship Training, State Office Bldg. Campus, Bldg. 12, Albany, NY 12240 or by Fax to NYSDOL Apprenticeship Training (518) 457-7154. All requests for verification must include the name and social security number of the person for whom the information is requested.

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

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

Interest and Penalties

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

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

Debarment

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

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

Criminal Sanctions

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

Discrimination

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

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

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

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

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

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

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

Workers' Compensation

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

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

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

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

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

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

Unemployment Insurance

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



Andrew M. Cuomo, Governor

Roberta Reardon, Commissioner

Orange County

Dave Chambers, Managing Engineer
499 Col. Eileen Collins Blvd.
Syracuse NY 13212

Schedule Year 2020 through 2021
Date Requested 11/12/2019
PRC# 2019014455

Location HangarRrd
Project ID#
Project Type 2000 square foot metal storage facility with HVAC, plumbing and electrical

Notice of Contract Award

New York State Labor Law, Article 8, Section 220.3a requires that certain information regarding the awarding of public work contracts, be furnished to the Commissioner of Labor. One "Notice of Contract Award" (PW 16, which may be photocopied), **MUST** be completed for **EACH** prime contractor on the above referenced project.

Upon notifying the successful bidder(s) of this contract, enter the required information and mail **OR** fax this form to the office shown at the bottom of this notice, **OR** fill out the electronic version via the NYSDOL website.

Contractor Information

All information must be supplied

Federal Employer Identification Number: _____		
Name: _____		
Address: _____ _____		
City: _____	State: _____	Zip: _____
Amount of Contract: \$ _____	Contract Type:	
Approximate Starting Date: ____/____/____	<input type="checkbox"/> (01) General Construction	
Approximate Completion Date: ____/____/____	<input type="checkbox"/> (02) Heating/Ventilation	
	<input type="checkbox"/> (03) Electrical	
	<input type="checkbox"/> (04) Plumbing	
	<input type="checkbox"/> (05) Other : _____	

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

Social Security Numbers on Certified Payrolls:

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

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

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

Construction industry employers must post the "Construction Industry Fair Play Act" notice in a prominent and accessible place on the job site. Failure to post the notice can result in penalties of up to \$1,500 for a first offense and up to \$5,000 for a second offense. The posting is included as part of this wage schedule. Additional copies may be obtained from the NYS DOL website, www.labor.ny.gov. <https://labor.ny.gov/formsdocs/ui/IA999.pdf>

If you have any questions concerning the Fair Play Act, please call the State Labor Department toll-free at 1-866-435-1499 or email us at: dol.misclassified@labor.ny.gov.

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

Effective June 23, 2020

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

(12.20)

**To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND**

Budget Policy & Reporting Manual

B-610

Public Work Enforcement Fund

effective date December 7, 2005

1. Purpose and Scope:

This Item describes the Public Work Enforcement Fund (the Fund, PWEF) and its relevance to State agencies and public benefit corporations engaged in construction or reconstruction contracts, maintenance and repair, and announces the recently-enacted increase to the percentage of the dollar value of such contracts that must be deposited into the Fund. This item also describes the roles of the following entities with respect to the Fund:

- New York State Department of Labor (DOL),
- The Office of the State of Comptroller (OSC), and
- State agencies and public benefit corporations.

2. Background and Statutory References:

DOL uses the Fund to enforce the State's Labor Law as it relates to contracts for construction or reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law. State agencies and public benefit corporations participating in such contracts are required to make payments to the Fund.

Chapter 511 of the Laws of 1995 (as amended by Chapter 513 of the Laws of 1997, Chapter 655 of the Laws of 1999, Chapter 376 of the Laws of 2003 and Chapter 407 of the Laws of 2005) established the Fund.

3. Procedures and Agency Responsibilities:

The Fund is supported by transfers and deposits based on the value of contracts for construction and reconstruction, maintenance and repair, as defined in subdivision two of Section 220 of the Labor Law, into which all State agencies and public benefit corporations enter.

Chapter 407 of the Laws of 2005 increased the amount required to be provided to this fund to .10 of one-percent of the total cost of each such contract, to be calculated at the time agencies or public benefit corporations enter into a new contract or if a contract is amended. The provisions of this bill became effective August 2, 2005.

To all State Departments, Agency Heads and Public Benefit Corporations
IMPORTANT NOTICE REGARDING PUBLIC WORK ENFORCEMENT FUND

OSC will report to DOL on all construction-related ("D") contracts approved during the month, including contract amendments, and then DOL will bill agencies the appropriate assessment monthly. An agency may then make a determination if any of the billed contracts are exempt and so note on the bill submitted back to DOL. For any instance where an agency is unsure if a contract is or is not exempt, they can call the Bureau of Public Work at the number noted below for a determination. Payment by check or journal voucher is due to DOL within thirty days from the date of the billing. DOL will verify the amounts and forward them to OSC for processing.

For those contracts which are not approved or administered by the Comptroller, monthly reports and payments for deposit into the Public Work Enforcement Fund must be provided to the Administrative Finance Bureau at the DOL within 30 days of the end of each month or on a payment schedule mutually agreed upon with DOL.

Reports should contain the following information:

- Name and billing address of State agency or public benefit corporation;
- State agency or public benefit corporation contact and phone number;
- Name and address of contractor receiving the award;
- Contract number and effective dates;
- Contract amount and PWEF assessment charge (if contract amount has been amended, reflect increase or decrease to original contract and the adjustment in the PWEF charge); and
- Brief description of the work to be performed under each contract.

Checks and Journal Vouchers, payable to the "New York State Department of Labor" should be sent to:

Department of Labor
Administrative Finance Bureau-PWEF Unit
Building 12, Room 464
State Office Campus
Albany, NY 12240

Any questions regarding billing should be directed to NYSDOL's Administrative Finance Bureau-PWEF Unit at (518) 457-3624 and any questions regarding Public Work Contracts should be directed to the Bureau of Public Work at (518) 457-5589.



Required Notice under Article 25-B of the Labor Law

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

The law says that you are an employee unless:

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

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

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

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

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

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

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

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

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

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

Employer Name:

IA 999 (09/16)

Attention Employees

THIS IS A: **PUBLIC WORK PROJECT**

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

Chapter 629 of the Labor Laws of 2007:

These wages are set by law and must be posted at the work site. They can also be found at:
www.labor.ny.gov

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

Albany	(518) 457-2744	Patchogue	(631) 687-4882
Binghamton	(607) 721-8005	Rochester	(585) 258-4505
Buffalo	(716) 847-7159	Syracuse	(315) 428-4056
Garden City	(516) 228-3915	Utica	(315) 793-2314
New York City	(212) 932-2419	White Plains	(914) 997-9507
Newburgh	(845) 568-5156		

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

Contractor Name: _____

Project Location: _____

Requirements for OSHA 10 Compliance

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

The Bureau will enforce the statute as follows:

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

Proof of completion may include but is not limited to:

- Copies of bona fide course completion card (*Note: Completion cards do not have an expiration date.*)
- Training roster, attendance record or other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification requirements on projects, and may issue stop-bid orders against public owners for non-compliance.

Other new monetary thresholds, and similar sealed bidding for non-Wicks projects, would apply to certain public authorities including municipal housing authorities, NYC Construction Fund, Yonkers Educational Construction Fund, NYC Municipal Water Finance Authority, Buffalo Municipal Water Finance Authority, Westchester County Health Care Association, Nassau County Health Care Corp., Clifton-Fine Health Care Corp., Erie County Medical Center Corp., NYC Solid Waste Management Facilities, and the Dormitory Authority.

Contractors must pay subcontractors within a 7 days period.

(07.19)

Introduction to the Prevailing Rate Schedule

Information About Prevailing Rate Schedule

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

Classification

It is the duty of the Commissioner of Labor to make the proper classification of workers taking into account whether the work is heavy and highway, building, sewer and water, tunnel work, or residential, and to make a determination of wages and supplements to be paid or provided. It is the responsibility of the public work contractor to use the proper rate. If there is a question on the proper classification to be used, please call the district office located nearest the project. District office locations and phone numbers are listed below.

Prevailing Wage Schedules are issued separately for "General Construction Projects" and "Residential Construction Projects" on a county-by-county basis.

General Construction Rates apply to projects such as: Buildings, Heavy & Highway, and Tunnel and Water & Sewer rates.

Residential Construction Rates generally apply to construction, reconstruction, repair, alteration, or demolition of one family, two family, row housing, or rental type units intended for residential use.

Some rates listed in the Residential Construction Rate Schedule have a very limited applicability listed along with the rate. Rates for occupations or locations not shown on the residential schedule must be obtained from the General Construction Rate Schedule. Please contact the local Bureau of Public Work office before using Residential Rate Schedules, to ensure that the project meets the required criteria.

Payrolls and Payroll Records

Contractors and subcontractors are required to establish, maintain, and preserve for not less than six (6) years, contemporaneous, true, and accurate payroll records.

Every contractor and subcontractor shall submit to the Department of Jurisdiction (Contracting Agency), within thirty (30) days after issuance of its first payroll and every thirty (30) days thereafter, a transcript of the original payrolls, subscribed and affirmed as true under penalty of perjury.

Paid Holidays

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

Overtime

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

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

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

Supplemental Benefits

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

Effective Dates

When you review the schedule for a particular occupation, your attention should be directed to the dates above the column of rates. These are the dates for which a given set of rates is effective. The rate listed is valid until the next effective rate change or until the new annual determination which takes effect on July 1 of each year. All contractors and subcontractors are required to pay the current prevailing rates of wages and supplements. If you have any questions please contact the Bureau of Public Work or visit the New York State Department of Labor website (www.labor.ny.gov) for current wage rate information.

Apprentice Training Ratios

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

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

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

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

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

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

District Office Locations:	Telephone #	FAX #
Bureau of Public Work - Albany	518-457-2744	518-485-0240
Bureau of Public Work - Binghamton	607-721-8005	607-721-8004
Bureau of Public Work - Buffalo	716-847-7159	716-847-7650
Bureau of Public Work - Garden City	516-228-3915	516-794-3518
Bureau of Public Work - Newburgh	845-568-5287	845-568-5332
Bureau of Public Work - New York City	212-932-2419	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

Orange County General Construction

Boilermaker	01/01/2021
--------------------	-------------------

JOB DESCRIPTION Boilermaker

DISTRICT 4

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2020 01/01/2021

Boilermaker	\$ 61.24	\$63.38
Repairs & Renovations	61.24	63.38

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020 01/01/2021

Boilermaker	32% of hourly	32% of hourly
Repair \$ Renovations	Wage Paid	Wage Paid
	+ \$ 25.35	+ TBA

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

Repairs & Renovation Includes replacement of parts and repairs & renovation of existing unit.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

Repairs & Renovation see (B,E,Q)

HOLIDAY

Paid: See (8, 16, 23, 24) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 12, 15, 16, 22, 23, 24, 25) on HOLIDAY PAGE

NOTE: *Employee must work in pay week to receive Holiday Pay.

**Employee gets 4 times the hourly wage rate for working Labor Day.

REGISTERED APPRENTICES

Wage per hour:

(1/2) Year Terms at the following percentage of Boilermaker's Wage

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

Supplemental Benefits Per Hour:

	07/01/2020	01/01/2021
Apprentice(s)	32% of Hourly	32% of Hourly
	Wage Paid Plus	Wage Paid Plus
	Amount Below	Amount Below

1st Term	\$ 19.38	\$ TBA
2nd Term	20.24	TBA
3rd Term	21.08	TBA
4th Term	21.94	TBA
5th Term	22.79	TBA
6th Term	23.65	TBA
7th Term	24.48	TBA

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

4-5

Carpenter	01/01/2021
------------------	-------------------

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange

WAGES

Per hour: 07/01/2020

Building:	
Millwright	\$ 44.25

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 40.46

OVERTIME PAY

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

HOLIDAY

HOLIDAY:

Paid: See (18,19) on HOLIDAY PAGE.

Paid: See (5,6,11,13,16,18,19,25) for 1st & 2nd yr.Apprentices

Overtime: See (5,6,11,13,16,18,19,25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms:

1st	2nd	3rd	4th
\$23.81	\$28.14	\$32.47	\$41.13

Supplemental benefits per hour:

1st	2nd	3rd	4th
\$27.50	\$30.08	\$32.94	\$37.17

8-740.2

Carpenter

01/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Dutchess

PARTIAL COUNTIES

Orange: : The territory west demarcated by a line drawn from the Bear Mountain Bridge continuing east to the Bear Mountain Circle. The territory south demarcated by a line continuing north on 9W to the town of Cornwall where County Road 107 (also known as Quaker Rd) crosses under 9W to the centerline of Route 32, The territories south and east heading 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

Per hour: 07/01/2020

Carpet/Resilient

Floor Coverer \$ 33.15

INCLUDES HANDLING & INSTALLATION OF ARTIFICIAL TURF AND SIMILAR TURF INDOORS/OUTDOORS.

SUPPLEMENTAL BENEFITS

Per hour:

\$ 31.17

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Paid for 1st & 2nd yr.

Apprentices: See (5, 6, 11, 13, 16, 18, 19, 25)

Overtime: See (5, 6, 11, 13, 16, 18, 19, 25) on HOLIDAY PAGE.

REGISTERED APPRENTICES

Wage per hour - (1) year terms:

1st	2nd	3rd	4th
\$13.23	\$16.35	\$21.03	\$25.71

Supplemental Benefits per hour - All apprentice terms:

\$ 23.86

8-2287D&O

Carpenter

01/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Dutchess, Kings, Nassau, New York, Orange, Putnam, Queens, Richmond, Rockland, Suffolk, Westchester

WAGES

Per Hour: 07/01/2020

Marine Construction:

Marine Diver \$ 70.80
Marine Tender 50.34

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker \$ 52.34

OVERTIME PAY

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

HOLIDAY

Paid: See (18, 19) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 11, 13, 16, 18, 19) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

One (1) year terms.

1st year \$ 22.37
2nd year 27.97
3rd year 36.35
4th year 44.74

Supplemental Benefits

Per Hour:

All terms \$ 34.34

8-1456MC

Carpenter

01/01/2021

JOB DESCRIPTION Carpenter

DISTRICT 8

ENTIRE COUNTIES

Bronx, Kings, Nassau, New York, Queens, Richmond, Rockland, Westchester

PARTIAL COUNTIES

Orange: South of but including the following, Waterloo Mills, Slate Hill, New Hampton, Goshen, Blooming Grove, Mountainville, east to the Hudson River.

Putnam: South of but including the following, Cold Spring, Tompkins Corner, Mahopac, Croton Falls, east to Connecticut border.

Suffolk: West of Port Jefferson and Patchogue Road to Route 112 to the Atlantic Ocean.

WAGES

Per hour: 07/01/2020 10/18/2020

Core Drilling:
Driller \$ 41.19 \$ 41.74

Driller Helper 32.62 32.92

Note: Hazardous Waste Pay Differential:

For Level C, an additional 10% above wage rate per hour

For Level B, an additional 10% above wage rate per hour

For Level A, an additional 10% above wage rate per hour

Note: When required to work on water: an additional \$ 0.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Driller and Helper \$ 27.95

OVERTIME PAY

OVERTIME: See (B,E,K*,P,R**) on OVERTIME PAGE.

HOLIDAY

Paid: See (5,6) on HOLIDAY PAGE.
Overtime: * See (5,6) on HOLIDAY PAGE.
** See (8,10,11,13) on HOLIDAY PAGE.

8-1536-CoreDriller

Carpenter - Building / Heavy&Highway

01/01/2021

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:	07/01/2020	07/01/2021 Additional
Carpenter - ONLY for Artificial Turf/Synthetic Sport Surface	\$ 31.48	\$ 1.15

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.65

OVERTIME PAY

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

HOLIDAY

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

Notes:

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

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

REGISTERED APPRENTICES

Wages per hour:

One year terms at the following percentage of Journeyman's wage:

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

1st year term	\$ 11.80
2nd year term	11.80
3rd year term	14.45
4th year term	14.45

2-42AtSS

Carpenter - Building / Heavy&Highway

01/01/2021

JOB DESCRIPTION Carpenter - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Sullivan, Ulster

WAGES

WAGES:(per hour)		
BUILDING/HEAVY&HIGHWAY/TUNNEL	07/01/2020	07/01/2021 Additional
Carpenter, Dockbuilder,	\$ 34.26	\$ 0.80

Piledriver, Dive Tender, and Diver (Dry)	+4.76*
Diver (Wet)	\$ 50.00 +4.76*

*For all hours paid straight or premium.

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

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous material and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker	\$ 28.03
---------------	----------

OVERTIME PAY

BUILDING:

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

HEAVY&HIGHWAY/TUNNEL:

See (B, E, P, *R, **T, X) on OVERTIME PAGE.

*R applies to Heavy&Highway/Tunnel Overtime Holiday Code 25 with benefits at straight time rate.

**T applies to Heavy&Highway/Tunnel Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

Holidays that fall on Sunday will be observed Monday.

HEAVY&HIGHWAY/TUNNEL:

Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.

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

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 17.13	\$ 20.56	\$ 23.98	\$ 27.41
+2.55*	+2.55*	+2.55*	+2.55*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 17.13	\$20.56	\$22.27	\$23.98	\$27.41
+2.55*	+2.55*	+2.55*	+2.55*	+2.55*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms	\$ 16.33
-----------	----------

11-279.2B/H&H

Carpenter - Floor Coverer

01/01/2021

JOB DESCRIPTION Carpenter - Floor Coverer

DISTRICT 11

ENTIRE COUNTIES

Columbia, Sullivan, Ulster

PARTIAL COUNTIES

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

WAGES

WAGES:(per hour)

	07/01/2020	07/01/2021 Additional
Carpet/Resilient Floor Coverer	\$ 34.26 +4.76*	\$ 0.80

* For all hours paid straight or premium

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

NOTE: Carpenters employed in the removal or abatement of asbestos or any toxic or hazardous material or required to work near asbestos or any toxic or hazardous materials and required to wear protective equipment shall receive two (2) hours extra pay per day, plus applicable benefits.

SUPPLEMENTAL BENEFITS

Per hour:

Journey worker	\$ 28.03
----------------	----------

OVERTIME PAY

BUILDING:

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

HEAVY/HIGHWAY:

See (B, E, P, *R, **T, X) on OVERTIME PAGE.

*R applies to Heavy/Highway Overtime Holiday Code 25 with benefits at straight time rate.

**T applies to Heavy/Highway Overtime Holiday Codes 5 & 6 with benefits at straight time rate.

HOLIDAY

BUILDING:

Paid: See (1) on HOLIDAY PAGE.

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

Holidays that fall on Sunday will be observed Monday.

HEAVY/HIGHWAY:

Paid: See (5, 6, 25) on HOLIDAY PAGE including benefits.

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

REGISTERED APPRENTICES

1 Year terms at the following wage rates.

Indentured before July 1 2016

1st	2nd	3rd	4th
\$ 17.13	\$ 20.56	\$ 23.98	\$ 27.41
+2.55*	+2.55*	+2.55*	+2.55*

Indentured after July 1 2016

1st	2nd	3rd	4th	5th
\$ 17.13	\$ 20.56	\$ 22.27	\$ 23.98	\$ 27.41
+2.55*	+2.55*	+2.55*	+2.55*	+2.55*

*For all hours paid straight or premium

SUPPLEMENTAL BENEFITS per hour:

All terms	\$ 16.33
-----------	----------

11-279.2Floor

Electrician

01/01/2021

JOB DESCRIPTION Electrician
ENTIRE COUNTIES

DISTRICT 11

Orange, Putnam, Rockland

PARTIAL COUNTIES

Dutchess: Towns of Fishkill, East Fishkill, and Beacon.

WAGES

Per hour:

	07/01/2020	04/01/2021
Electrician Wireman/Technician	\$ 46.00	\$ 47.00
	+7.00*	+7.00*

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

Shift worked between 4:30pm & 12:30am	\$ 53.97	\$ 55.15
	+7.00*	+7.00*
Shift worked between 12:30am & 8:30am	\$ 60.46	\$ 61.77
	+7.00*	+7.00*

*For all hours paid straight or premium.

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (subject to overtime premiums):

- On jobs where employees are required to work from boatswain chairs, swinging scaffolds, etc., forty (40) feet or more above the ground, or under compressed air, using Scottair packs, gas masks or in shafts or tunnels, they shall receive an additional \$2.00 per hour above the regular straight time rate.
- Journeyman Wireman when performing welding or cable splicing: \$2.00 above the Journeyman Wireman rate of pay.
- Journeyman Wireman required to have a NYS Asbestos Certificate: \$2.00 above the Journeyman Wireman rate of pay.
- Journeyman Wireman required to have a CDL: \$2.00 above the Journeyman Wireman rate of pay.

SUPPLEMENTAL BENEFITS

Per hour:

	07/01/2020	04/01/2021
Journeyman	\$ 25.38 plus	\$ 26.69 plus
	3% of straight	3% of straight
	or premium wage	or premium wage

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

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

REGISTERED APPRENTICES

WAGES:

(1)year terms at the following rates

	07/01/2020	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.20	\$ 17.60	\$ 22.00	\$ 26.40	\$ 30.80	\$ 33.00	
	+50*	+50*	+1.00*	+1.50*	+2.00*	+2.00*	
2nd Shift	15.49	20.65	25.81	30.98	36.14	38.72	
	+50*	+50*	+1.00*	+1.50*	+2.00*	+2.00*	
3rd Shift	17.35	23.13	28.91	34.70	40.48	43.47	
	+50*	+50*	+1.00*	+1.50*	+2.00*	+2.00*	
	04/01/2021	1st	2nd	3rd	4th	5th	6th
1st Shift	\$ 13.50	\$ 18.00	\$ 22.50	\$ 27.00	\$ 31.50	\$ 33.75	
	+50*	+50*	+1.00*	+1.50*	+2.00*	+2.00*	
2nd Shift	15.84	21.12	26.40	31.68	36.96	39.60	
	+50*	+50*	+1.00*	+1.50*	+2.00*	+2.00*	
3rd Shift	17.74	23.66	29.57	35.48	41.40	44.36	
	+50*	+50*	+1.00*	+1.50*	+2.00*	+2.00*	

*For all hours paid straight or premium.

SUPPLEMENTAL BENEFITS per hour:

07/01/2020

1st term	\$ 14.42 plus 3% of straight or premium wage
2nd term	\$ 15.92 plus 3% of straight or premium wage
3rd term	\$ 17.42 plus 3% of straight or premium wage
4th term	\$ 18.42 plus 3% of straight or premium wage

5th & 6th term \$ 19.92 plus 3% of straight or premium wage

09/01/2020

1st term \$ 15.31 plus 3% of straight or premium wage
2nd term \$ 15.81 plus 3% of straight or premium wage
3rd term \$ 17.31 plus 3% of straight or premium wage
4th term \$ 18.31 plus 3% of straight or premium wage
5th term \$ 19.81 plus 3% of straight or premium wage
6th term \$ 20.31 plus 3% of straight or premium wage

11-363/1

Elevator Constructor

01/01/2021

JOB DESCRIPTION Elevator Constructor

DISTRICT 1

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Delaware: Towns of Andes, Bovina, Colchester, Davenport, Delhi, Harpersfield, Hemdon, Kortright, Meredith, Middletown, Roxbury, Hancock & Stamford

Rockland: Only the Township of Stony Point.

Westchester: Only the Townships of Bedford, Lewisboro, Cortland, Mt. Kisco, North Salem, Pound Ridge, Somers and Yorktown.

WAGES

Per Hour	07/01/2020	01/01/2021
Mechanic	\$ 60.49	\$62.51
Helper	70% of Mechanic Wage Rate	70% of Mechanic Wage Rate

Four (4), ten (10) hour days may be worked for New Construction and Modernization Work at straight time during a week, Monday thru Thursday or Tuesday thru Friday.

***Four (4), ten (10) hour days are not permitted for Contract Work/Repair Work

NOTE - In order to use the '4 Day/10 Hour Work Schedule' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule', form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour	07/01/2020	01/01/2021
Journeyman/Helper	\$ 34.765*	\$ 34.825*

(*)Plus 6% of regular hourly if less than 5 years of service. Plus 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

Note: When a paid holiday falls on Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

Wages per hour:

0-6 mo*	6-12 mo	2nd yr	3rd yr	4th yr
50 %	55 %	65 %	70 %	80 %

(*)Plus 6% of the hourly rate, no additional supplemental benefits.

Supplemental Benefits per hour worked:

Same as Journeyman/Helper

1-138

Glazier

01/01/2021

JOB DESCRIPTION Glazier

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:	7/01/2020	5/31/2021 Additional
Glazier	\$ 57.55	\$ 2.00
*Scaffolding	58.55	
Glass Tinting & Window Film	29.17	
**Repair & Maintenance	29.17	

*Scaffolding includes swing scaffold, mechanical equipment, scissor jacks, man lifts, booms & buckets 24' or more, but not pipe scaffolding.

**Repair & Maintenance- All repair & maintenance work on a particular building, whenever performed, where the total cumulative contract value is under \$148,837. All Glass tinting, window film, regardless of material or intended use, and all affixing of decals to windows or glass.

SUPPLEMENTAL BENEFITS

Per hour:	7/01/2020
Journeyworker	\$ 34.59
Glass tinting & Window Film	20.29
Repair & Maintenance	20.29

OVERTIME PAY

See (B,H,V) on OVERTIME PAGE.

For 'Repair & Maintenance' and 'Glass Tinting & Window Film' see (B, B2, I, S) on overtime page.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE
Overtime: See (4, 6, 16, 25) on HOLIDAY PAGE
For 'Repair & Maintenance' and 'Glass Tinting & Window Film' Only
Paid: See(5, 6, 16, 25)
Overtime: See(5, 6, 16, 25)

REGISTERED APPRENTICES

Wage per hour:

(1) year terms at the following wage rates:

	7/01/2020
1st term	\$ 20.14
2nd term	28.21
3rd term	34.10
4th term	45.80

Supplemental Benefits:

(Per hour)

1st term	\$ 16.16
2nd term	22.76
3rd term	25.16
4th term	29.73

8-1087 (DC9 NYC)

Insulator - Heat & Frost

01/01/2021

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Westchester

WAGES

Per hour:	07/01/2020	05/31/2021
Insulator	\$ 55.00	\$ 2.00
Discomfort & Additional Training**	57.96	
Fire Stop Work*	29.44	

* Applies on all exclusive Fire Stop Work (When contract is for Fire Stop work only). No apprentices on these contracts only.

**Applies to work requiring: garb or equipment worn against the body not customarily worn by insulators; psychological evaluation; special training, including but not limited to "Yellow Badge" radiation training

Note: Additional \$0.50 per hour for work 30 feet or more above floor or ground level.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyworker \$ 34.35

Discomfort & Additional Training 36.30

Fire Stop Work:
Journeyworker 17.52

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Note: Last working day preceding Christmas and New Years day, workers shall work no later than 12:00 noon and shall receive 8 hrs pay.

Overtime: See (2*, 4, 6, 16, 25) on HOLIDAY PAGE.

*Note: Labor Day triple time if worked.

REGISTERED APPRENTICES

(1) year terms:

Insulator Apprentices:

1st	2nd	3rd	4th
\$ 29.44	\$ 34.55	\$ 39.66	\$ 44.78

Discomfort & Additional Training Apprentices:

1st	2nd	3rd	4th
\$ 30.99	\$ 36.41	\$ 41.83	\$ 47.26

Supplemental Benefits paid per hour:

Insulator Apprentices:

1st term	\$ 17.52
2nd term	20.89
3rd term	24.25
4th term	27.61

Discomfort & Additional Training Apprentices:

1st term	\$ 18.50
2nd term	22.06
3rd term	25.62
4th term	29.18

8-91

Ironworker

01/01/2021

JOB DESCRIPTION Ironworker

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster

WAGES

Per hour:

07/01/2020

Structural	\$ 48.98
Reinforcing*	48.98
Ornamental	48.98
Chain Link Fence	48.98

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

On Government Mandated Irregular Work Days or Shift Work, the following wage will be paid:

1st Shift	\$ 48.98
2nd Shift	62.38
3rd Shift	66.85

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 40.35
------------	----------

OVERTIME PAY

See (B1, Q, V) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

If a holiday falls on Saturday, it will be observed Friday. If a holiday falls on Sunday, it will be observed Monday.

REGISTERED APPRENTICES

Wages:

(1) year terms at the following wage:

	1st yr	2nd yr	3rd yr	4th yr
1st Shift	\$ 24.49	\$ 29.39	\$ 34.29	\$ 39.18
2nd Shift	33.35	39.16	44.97	50.76
3rd Shift	36.31	42.42	48.53	54.63

Supplemental Benefits per hour:

1st year	\$ 34.60
2nd year	35.75
3rd year	36.90
4th year	38.05

11-417

Laborer - Building

01/01/2021

JOB DESCRIPTION Laborer - Building

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

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

Greene: Only the Township of Catskill.

WAGES

GENERAL LABORER: flag person, portable generator tender, portable pump tender, temporary heat tender, chipping hammer, acoustic pump, mixer, concrete laborer, demolition, demo saw, gunite, general cleanup, landscaping, mason tender, jackhammer, pavement breaker, pressure blasting, signalperson, buggies, wrecking, chain saw, vacuums, cutting torch, discharge pipe, mega mixer, pump crete machine.

INTERMEDIATE LABORER: excavation, grading, backfilling, tampers, walk behind roller, when OSHA or contractor requires negative respirator.

PREMIUM LABORER: Asbestos abatement work, toxic and hazardous abatement, lead abatement work, environmental work.

WAGES:(per hour)

	07/01/2020	06/01/2021	06/01/2022
General	\$ 37.20	\$ 38.25	\$ 39.30
Intermediate	39.00	40.10	41.20
Premium	41.85	43.00	44.20

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

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 29.93	\$ 30.95	\$ 32.00
Shift	36.70	37.97	39.28

OVERTIME PAY

See (B, E, E5, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

Holidays that fall on Saturday shall be observed on Friday, when holidays fall on Sunday they shall be observed on Monday.

REGISTERED APPRENTICES

1000 hour terms at the following wage rates:

1st term	\$ 20.46	\$ 21.04	\$ 21.62
2nd term	24.18	24.86	25.55
3rd term	27.90	28.69	29.48
4th term	31.62	32.51	33.41

Supplemental Benefits per hour:

Apprentices	\$ 24.83	\$ 25.85	\$ 26.90
Shift	30.17	31.44	32.75

11-17.BA

Laborer - Heavy&Highway

01/01/2021

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Orange, Sullivan, Ulster

PARTIAL COUNTIES

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

Greene: Only the Township of Catskill.

WAGES

CLASS 1: Flagperson, gateperson.

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

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

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

WAGES:(per hour)

07/01/2020

CLASS 1	\$ 35.25
CLASS 2	40.00
CLASS 3	44.25
CLASS 4	49.10

*NOTE: Micropaving and crack sealing laborers shall receive \$2.50 per hour over the CLASS 2 rate.

SHIFT DIFFERENTIAL: On all NYS D.O.T. or other Governmental mandated irregular or off shift work, an additional 15% of wage is required.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 29.75
Shift	33.81

OVERTIME PAY

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

Employees that work on a holiday which falls on a Saturday, shall be paid two and one-half (2-1/2) times the regular hourly rate for all hours worked on that day.

HOLIDAY

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

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

REGISTERED APPRENTICES

1000 hour terms at the following wage rates.

1st term	\$ 20.46
2nd term	24.18
3rd term	27.90
4th term	31.62

Supplemental Benefits per hour:

Apprentices	\$ 24.65
Shift	27.85

11-17.1H/H

Laborer - Tunnel

01/01/2021

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 11

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Chenango: Townships of Columbus, Sherburne and New Berlin.

Delaware: Townships of Andes, Bovina, Middletown, Roxbury, Franklin, Hamden, Stamford, Delhi, Kortright, Harpersfield, Merideth and Davenport.

WAGES

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

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

Class 4: Safety Miners

Class 5: Site work related to Shaft/Tunnel

WAGES: (per hour)

	07/01/2020	07/01/2021	07/01/2022
Class 1	\$ 50.45	\$ 51.95	\$ 53.45
Class 2	52.60	54.10	55.60
Class 4	59.00	60.50	62.00
Class 5	42.25	43.50	44.80

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

SHIFT DIFFERENTIAL...On all Government mandated irregular shift work:

- Employee shall be paid at time and one half the regular rate Monday through Friday.
- Saturday shall be paid at 1.65 times the regular rate.
- Sunday shall be paid at 2.15 times the regular rate.

SUPPLEMENTAL BENEFITS

Per hour:

Benefit 1	\$ 32.15	\$ 33.25	\$ 34.45
Benefit 2	48.15	49.80	51.60
Benefit 3	64.15	66.35	68.75

Benefit 1 applies to straight time hours, paid holidays not worked.

Benefit 2 applies to over 8 hours in a day (M-F), irregular shift work hours worked, and Saturday hours worked.

Benefit 3 applies to Sunday and Holiday hours worked.

OVERTIME PAY

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

HOLIDAY

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

When a recognized Holidays falls on Saturday or Sunday, holidays falling on Saturday shall be recognized or observed on Friday and holidays falling on Sunday shall be recognized or observed on Monday. Employees ordered to work on the Saturday or Sunday of the holiday or on the recognized or the observed Friday or Monday for those holidays falling on Saturday or Sunday shall receive double time the established rate and benefits for the holiday.

REGISTERED APPRENTICES

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

11-17/60/235/754Tun

Lineman Electrician

01/01/2021

JOB DESCRIPTION Lineman Electrician

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

NOTE: Includes Teledata Work within ten (10) feet of High Voltage Transmission Lines

Below rates applicable on all overhead and underground distribution and maintenance work, and all overhead and underground transmission line work and the installation of fiber optic cable where no other construction trades are or have been involved. (Ref #14.01.01)

07/01/2020

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Welder, Cable Splicer	53.50
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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

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

Lineman, Technician	\$ 53.50
Crane, Crawler Backhoe	53.50
Cable Splicer	58.85
Certified Welder -	
Pipe Type Cable	56.18
Digging Mach. Operator	48.15
Tractor Trailer Driver	45.48
Groundman, Truck Driver	42.80
Equipment Mechanic	42.80
Flagman	32.10

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

Below rates apply on switching structures, maintenance projects, railroad catenary install/maintenance third rail installation, bonding of rails and pipe type cable and installation of fiber optic cable. (Ref #14.02.01-B)

Lineman, Tech, Welder	\$ 54.82
Crane, Crawler Backhoe	54.82
Cable Splicer	60.30
Certified Welder -	
Pipe Type Cable	57.56
Digging Mach. Operator	49.34
Tractor Trailer Driver	46.60

Groundman, Truck Driver	43.86
Equipment Mechanic	43.86
Flagman	32.89

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

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

Lineman, Tech, Welder	\$ 56.01
Crane, Crawler Backhoe	56.01
Cable Splicer	56.01
Digging Mach. Operator	50.41
Tractor Trailer Driver	47.61
Groundman, Truck Driver	44.81
Equipment Mechanic	44.81
Flagman	33.61

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (also required on non-worked holidays):

The following SUPPLEMENTAL BENEFITS apply to all classification categories of CONSTRUCTION, TRANSMISSION and DISTRIBUTION.

Journeyman	\$ 24.90
	*plus 6.75% of hourly wage

*The 6.75% is based on the hourly wage paid, straight time rate or premium rate.

OVERTIME PAY

See (B, E, Q,) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

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

HOLIDAY

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

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

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249a

JOB DESCRIPTION Lineman Electrician - Teledata

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:

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

	07/01/2020	01/01/2021
Cable Splicer	\$ 33.77	\$ 34.78
Installer, Repairman	\$ 32.05	\$ 33.01
Teledata Lineman	\$ 32.05	\$ 33.01
Tech., Equip. Operator	\$ 32.05	\$ 33.01
Groundman	\$ 16.99	\$ 17.50

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED:

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 5.06	\$ 5.06
	*plus 3% of wage paid	*plus 3% of wage paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

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

HOLIDAY

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

6-1249LT - Teledata

Lineman Electrician - Traffic Signal, Lighting

01/01/2021

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

Columbia, Dutchess, Orange, Putnam, Rockland, Ulster

WAGES

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

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

A flagger's duties shall consist of traffic control only.
(Ref #14.01.02)

Per hour: 07/01/2020

Lineman, Technician	\$ 47.48
Crane, Crawler Backhoe	47.48
Certified Welder	49.85
Digging Machine	42.73
Tractor Trailer Driver	40.36
Groundman, Truck Driver	37.98
Equipment Mechanic	37.98
Flagman	28.49

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

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

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

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day. Tuesday thru Friday may be worked with no make-up day.

NOTE - In order to use the '4 Day/10 Hour Work schedule', as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 24.90
	*plus 6.75% of hourly wage

* The 6.75% is based on the hourly wage paid, straight time rate or premium rate.
Supplements paid at STRAIGHT TIME rate for holidays.

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE. *Note* Double time for all emergency work designated by the Dept. of Jurisdiction.

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

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

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

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

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms.

	07/01/2020
1st term	\$ 28.49
2nd term	30.86
3rd term	33.24
4th term	35.61
5th term	37.98
6th term	40.36
7th term	42.73

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-1249aReg8LT

Lineman Electrician - Tree Trimmer

01/01/2021

JOB DESCRIPTION Lineman Electrician - Tree Trimmer
ENTIRE COUNTIES

DISTRICT 6

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

WAGES

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

Per hour:	07/01/2020	01/03/21	01/02/22	01/01/23
Tree Trimmer	\$ 26.56	\$ 27.36	\$ 28.25	\$ 29.59
Equipment Operator	23.49	24.19	24.98	26.17
Equipment Mechanic	23.49	24.19	24.98	26.17
Truck Driver	19.56	20.15	20.80	21.79
Groundman	16.11	16.59	17.13	17.94
Flag person	11.80	12.50*	12.50	12.94

*RATE GOES INTO EFFECT 12/31/2020

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98	\$ 9.98	\$ 10.23	\$ 10.48
	*plus 3% of hourly wage	*plus 3% of hourly wage	*plus 3% of hourly wage	*plus 3% of hourly wage

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

NOTE: WAGE CAP - Double the straight time hourly base wage shall be the maximum hourly wage compensation for any hour worked.

Contractor is still responsible to pay the hourly benefit amount for each hour worked.

HOLIDAY

Paid: See (5, 6, 8, 15, 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

01/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2020

Bricklayer	\$ 41.31
Cement Mason	41.31
Plasterer/Stone Mason	41.31
Pointer/Caulker	41.31

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 34.44
------------	----------

OVERTIME PAY

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

HOLIDAY

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-b

Mason - Building

01/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:

07/01/2020 12/07/2020

Building:

Tile, Marble,& Terrazzo

Mechanic/Setter \$54.63 \$ 55.32

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker: \$ 22.31* \$ 22.41*
+ \$7.50 + \$7.50

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

Double time rate applies after 10 hours

HOLIDAY

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

REGISTERED APPRENTICES

Wage per hour:

(Counties of Orange & Putnam)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
07/01/2020									
\$20.35	\$25.11	\$32.09	\$36.83	\$40.25	\$43.50	\$46.95	\$51.69	\$54.34	\$58.19

Supplemental Benefits per hour:
(Counties of Orange & Putnam)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$15.06*	\$15.06*	\$16.06*	\$17.56*	\$18.56*	\$18.56*	\$16.56*	\$21.81*
+\$0.66	+\$0.70	+\$0.80	+\$0.85	+\$1.23	+\$1.27	+\$1.62	+\$1.67	+\$5.82	+\$6.31

Wages per hour:
(Counties of Dutchess, Sullivan, Ulster)

750 hour terms at the following wage rate:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-	751-	1501-	2251-	3001-	3751-	4501-	5251-	6001-	6751-
750	1500	2250	3000	3750	4500	5250	6000	6750	7500
\$19.16	\$23.16	\$25.14	\$29.14	\$31.81	\$35.32	\$38.52	\$41.52	\$43.05	\$46.30

Supplemental Benefits per hour:
(Counties of Dutchess, Sullivan, Ulster)

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$12.55*	\$12.55*	\$14.56*	\$14.56*	\$15.56*	\$16.06*	\$16.56*	\$17.56*	\$15.56*	\$20.31*
+\$0.64	+\$0.68	+\$0.73	+\$0.77	+\$1.14	+\$1.18	+\$1.52	+\$1.56	+\$6.08	+\$6.16 9-7/52B

Mason - Building **01/01/2021**

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Sullivan, Ulster

WAGES

Per hour:	07/01/2020	12/07/2020
Building		
Tile, Marble, &		
Terrazzo Finisher	\$ 45.12	\$ 45.44

SUPPLEMENTAL BENEFITS

Journeyworker:

Per Hour	\$ 19.16*	\$ 19.51*
	+ \$7.37	+ \$7.37

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

OVERTIME PAY

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

Double time rate applies after 10 hours on Saturdays.

HOLIDAY

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

9-7/88B-tf

Mason - Building **01/01/2021**

JOB DESCRIPTION Mason - Building

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2020

Bricklayer	\$ 42.09
Cement Mason	42.09
Plasterer/Stone Mason	42.09
Pointer/Caulker	42.09

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental agency contracts, the following premiums apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 35.00
------------	----------

OVERTIME PAY

OVERTIME:

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

All Others See (B, E, Q) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5wp-b

Mason - Building

01/01/2021

JOB DESCRIPTION Mason - Building

DISTRICT 9

ENTIRE COUNTIES

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

WAGES

Wages: 07/01/2020 01/14/2021

Marble Cutters & Setters	\$ 60.35	\$ 60.89
--------------------------	----------	----------

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker	\$ 37.24	\$ 37.65
---------------	----------	----------

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 11, 15, 16, 25) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wage Per Hour:

750 hour terms at the following wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
1-750	751-1500	1501-2250	2251-3000	3001-3750	3751-4500	4501-5250	5251-6000	6001-6751	6751-7500
07/01/2020									
\$24.15	\$27.15	\$30.16	\$33.19	\$36.20	\$39.20	\$42.15	\$45.26	\$51.28	\$57.34
01/14/2021									
\$24.36	\$27.38	\$30.43	\$33.48	\$36.53	\$39.56	\$42.61	\$45.66	\$51.74	\$57.83

Supplemental Benefits per hour:

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
07/01/2020									
\$20.14	\$21.58	\$23.02	\$24.42	\$25.85	\$27.29	\$28.72	\$30.12	\$32.98	\$35.81
01/14/2021									
\$20.31	\$21.77	\$23.22	\$24.66	\$26.09	\$27.55	\$28.99	\$30.44	\$33.33	\$36.22 9-7/4

Mason - Heavy&Highway

01/01/2021

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Sullivan, Ulster

PARTIAL COUNTIES

Orange: Entire county except the Township of Tuxedo.

WAGES

Per hour:

07/01/2020

Bricklayer	\$ 41.82
Cement Mason	41.82
Marble/Stone Mason	41.82
Plasterer	41.82
Pointer/Caulker	41.82

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 34.43

OVERTIME PAY

Cement Mason See (B, E, Q, W, X)

All Others See (B, E, Q, X)

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5du-H/H

Mason - Heavy&Highway

01/01/2021

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Putnam, Rockland, Westchester

PARTIAL COUNTIES

Orange: Only the Township of Tuxedo.

WAGES

Per hour:

07/01/2020

Bricklayer	\$ 42.60
Cement Mason	42.60
Marble/Stone Mason	42.60
Plasterer	42.60
Pointer/Caulker	42.60

Additional \$1.00 per hour for power saw work

Additional \$0.50 per hour for swing scaffold or staging work

SHIFT WORK: When shift work or an irregular work day is mandated or required by state, federal, county, local or other governmental contracts, the following rates apply:

Irregular work day requires 15% premium

Second shift an additional 15% of wage plus benefits to be paid

Third shift an additional 25% of wage plus benefits to be paid

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 34.99
------------	----------

OVERTIME PAY

Cement Mason See (B, E, Q, W, X)

All Others See (B, E, Q, X)

HOLIDAY

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

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

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

REGISTERED APPRENTICES

Wages per hour:

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

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

Supplemental Benefits per hour

750 hour terms at the following percentage of journeyman supplements

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

Apprentices indentured before June 1st, 2011 receive full journeyman benefits

11-5WP-H/H

Operating Engineer - Building / Heavy&Highway

01/01/2021

JOB DESCRIPTION Operating Engineer - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A5: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 140ft boom and over.

CLASS A4: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with 100ft to 139ft boom.

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes with a boom under 100ft.

CLASS A2: Cranes, Derricks and Pile Drivers less than 100 tons with 140ft boom and over.

CLASS A1: Cranes, Derricks and Piler Drivers less than 100 tons with a 100ft to 139ft boom.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with a boom under 100ft.; Autograde Combn. Subgrader, Base Material Spreader and Base Trimmer (CMI and Similar Types); Autograde Pavement profiler (CMI and Similar Types); Autograde Pavement Profiler and Recycle type (CMI and Similar Type); Autograde Placer-Trimmer-Spreader Comb. (CMI & Similar types); Autograde Slipform Paver (CMI & Similar Types); Central Power Plants (all types); Chief of Party; Concrete Paving Machines; Drill (Baur, AMI and Similar Types); Drillmaster, Quarrymaster (Down the Hole Drill), Rotary Drill, Self-Propelled Hydraulic Drill, Self-Powered Drill; Draglines; Elevator Graders; Excavator; Front End Loaders (5 yds. and over); Gradalls; Grader-Rago; Helicopters (Co-Pilot); Helicopters (Communications Engineer); Juntann Pile Driver; Locomotive (Large); Mucking Machines; Pavement & Concrete Breaker, i.e., Superhammer & Hoe Ram; Roadway Surface Grinder; Prentice Truck; Scooper (Loader and Shovel); Shovels; Tree Chopper with Boom; Trench Machines (Cable Plow); Tunnel Boring Machine; Vacuum Truck

CLASS B: "A" Frame; Backhoe (Combination); Boom Attachment on Loaders (Rate based on size of Bucket) not applicable to Pipehook; Boring and Drilling Machines; Brush Chopper, Shredder and Tree Shredder, Tree Shearer; Bulldozer (Fine Grade); Cableways; Carryalls; Concrete Pump; Concrete Pumping System, Pump Concrete and Similar Types; Conveyors (125 ft. and over); Drill Doctor (duties incl. Dust Collector Maintenance); Front End Loaders (2 yds. but less than 5 yds.); Graders (Finish); Groove Cutting Machine (Ride on Type); Heater Planer; Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Long Boom Rate to be applied if Hoist is "Outside Material Tower Hoist***"; Hydraulic Cranes-10 tons and under; Hydraulic Dredge; Hydro-Axe; Hydro Blaster; Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Log Skidder; Pans; Pavers (all) concrete; Plate and Frame Filter Press; Pumpcrete Machines, Squeeze-crete & Concrete Pumping (regardless of size); Scrapers; Side Booms; "Straddle" Carrier-Ross and similar types; Winch Trucks (Hoisting); Whip Hammer

CLASS C: Asphalt Curbing Machine; Asphalt Plant Engineer; Asphalt Spreader; Autograde Tube Finisher and Texturing Machine (CMI & Similar types); Autograde Curecrete Machine (CMI & Similar Types); Autograde Curb Trimmer & Sidewalk, Shoulder, Slipform (CMI & Similar Types); Bar Bending Machines (Power); Batchers, Batching Plant and Crusher on Site; Belt Conveyor Systems; Boom Type Skimmer Machines; Bridge Deck Finisher; Bulldozer (except fine grade); Car Dumpers (Railroad); Compressor and Blower Type Units (used independently or mounted on dual purpose Trucks, on Job Site or in conjunction with jobsite, in Loading and Unloading of Concrete, Cement, Fly Ash, Instacrete, or Similar Type Materials); Compressors (2 or 3 in Battery); Concrete Finishing Machines; Concrete cleaning decontamination machine operator; Concrete Saws and Cutters (Ride-on type); Concrete Spreaders (Hetzl, Rexomatic and Similar Types); Concrete Vibrators; Conveyors (under 125 feet); Crushing Machines; Directional Boring Machines; Ditching Machine-small (Ditch-witch, Vermeer, or Similar type); Dope Pots (Mechanical with or without pump); Dumpsters; Elevator; Fireman; Fork Lifts (Economobile, Lull and Similar Types of Equipment); Front End Loaders (1 yd. and over but under 2 yds.); Generators (2 or 3 in Battery); Giraffe Grinders; Grout Pump; Gunnite Machines (excluding nozzle); Hammer Vibrator (in conjunction with Generator); Heavy Equipment Robotics Operator Technician; Hoists-Roof, Tugger, Aerial Platform Hoist & House Cars; Hoppers; Hopper Doors (power operated); Hydro Blaster; Hydraulic Jacking Trailer; Ladders (motorized); Laddervator; Locomotive-dinky type; Maintenance -Utility Man; Master Environmental Maintenance Technician; Mechanics; Mixers (Excepting Paving Mixers); Motor Patrols; Pavement Breakers (small self propelled ride on type-also maintains compressor hydraulic unit); Pavement Breaker-truck mounted; Pipe Bending Machine (Power); Pitch Pump; Plaster Pump (regardless of size); Post Hole Digger (Post Pounder & Auger); Rod Bending Machines (Power); Roller-Black Top; Scales (Power); Seaman pulverizing mixer; Shoulder widener; Silos; Skidsteer (all attachments); Skimmer Machines (boom-type); Steel Cutting Machine (service & maintain); Tam Rock Drill; Tractors; Transfer Machine; Captain (Power Boats); Tug Master (powerboats); Ultra High Pressure Waterjet Cutting Tool System operator/maintenance technician; Vacuum Blasting Machine; Vibrating Plants (used inconjunction with unloading); Welder and Repair Mechanics

CLASS D: Brooms and Sweepers; Chippers; Compressor (single); Concrete Spreaders (small type); Conveyor Loaders (not including Elevator Graders); Engines-large diesel (1620 HP) and Staging Pump; Farm Tractors; Fertilizing Equipment (Operation & Maint. of); Fine Grade Machine (small type); Form Line Graders (small type); Front End Loader (under 1 yard); Generator (single); Grease, Gas, Fuel and Oil supply trucks; Heaters (Nelson or other type incl. Propane, Natural Gas or Flowtype Units); Lights, Portable Generating Light Plants; Mixers (Concrete, small); Mulching Equipment (Operation and Maintenance of); Pumps (2 or less than 4 inch suction); Pumps (4 inch suction and over incl. submersible pumps); Pumps (Diesel Engine and Hydraulic-immaterial of power); Road Finishing Machines (small type); Rollers-grade, fill or stone base; Seeding Equip. (Operation and Maintenance of); Sprinkler & Water Pump Trucks (used on jobsite or in conjunction with jobsite); Steam Jennies and Boilers-irrespective of use; Stone Spreader; Tamping Machines, Vibrating Ride-on; Temporary Heating Plant (Nelson or other type, incl. Propane, Natural Gas or Flow Type Units); Water & Sprinkler Trucks (used on or in conjunction with jobsite); Welding Machines (Gas, Diesel, and/or Electric Converters of any type, single, two, or three in a battery); Wellpoint Systems (including installation by Bull Gang and Maintenance of)

CLASS E: Assistant Engineer/Oiler; Drillers Helper; Maintenance Apprentice (Deck Hand); Maintenance Apprentice (Oiler); Mechanics' Helper; Tire Repair and Maintenance; Transit/Instrument Man

WAGES:(per hour)

	07/01/2020	07/01/2021 Additional	07/01/2022 Additional
Class A5	\$ 61.32	\$ 2.30	\$ 2.25
Class A4	60.32		
Class A3	59.32		
Class A2	56.82		
Class A1	55.82		
Class A	54.82		
Class B	53.23		
Class C	51.32		
Class D	49.69		
Class E	47.98		
Safety Engineer	55.56		

**Outside Material Hoist (Class B) receives \$ 1.00 per hour on 110 feet up to 199 feet total height, \$ 2.00 per hour on 200 feet and over total height.

Helicopter:

Pilot/Engineer	56.64
Co Pilot	54.82
Communications Engineer	54.82

Surveying:

Chief of Party	54.82
Transit/Instrument Man	47.98
Rod/Chainman	45.40

Additional \$0.75 for Survey work Tunnel under compressed air.

Additional \$0.50 for Hydrographic work.

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 34.35
------------	----------

SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.

OVERTIME PAY

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

*15% premium is also required on shift work benefits

HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE
Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE
Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour:

Apprentices \$ 34.35

11-825

Operating Engineer - Marine Dredging

01/01/2021

JOB DESCRIPTION Operating Engineer - Marine Dredging

DISTRICT 4

ENTIRE COUNTIES

Albany, Bronx, Cayuga, Chautauqua, Clinton, Columbia, Dutchess, Erie, Essex, Franklin, Greene, Jefferson, Kings, Monroe, Nassau, New York, Niagara, Orange, Orleans, Oswego, Putnam, Queens, Rensselaer, Richmond, Rockland, St. Lawrence, Suffolk, Ulster, Washington, Wayne, Westchester

WAGES

These wages do not apply to Operating Engineers on land based construction projects. For those projects, please see the Operating Engineer Heavy/Highway Rates. The wage rates below for all equipment and operators are only for marine dredging work in navigable waters found in the counties listed above.

Per Hour:	07/01/2020	10/01/2020
CLASS A1 Deck Captain, Leverman Mechanical Dredge Operator Licensed Tug Operator 1000HP or more.	\$ 40.31	\$ 41.42
CLASS A2 Crane Operator (360 swing)	35.92	36.91
CLASS B Dozer, Front Loader Operator on Land	To conform to Operating Engineer Prevailing Wage in locality where work is being performed including benefits.	
CLASS B1 Derrick Operator (180 swing) Spider/Spill Barge Operator Operator II, Fill Placer, Engineer, Chief Mate, Electrician, Chief Welder, Maintenance Engineer Licensed Boat, Crew Boat Operator	34.86	35.82
CLASS B2 Certified Welder	32.82	33.72
CLASS C1 Drag Barge Operator, Steward, Mate, Assistant Fill Placer	31.92	32.80
CLASS C2 Boat Operator	30.89	31.74
CLASS D Shoreman, Deckhand, Oiler, Rodman, Scowman, Cook, Messman, Porter/Janitor	25.66	26.37

SUPPLEMENTAL BENEFITS

Per Hour:

THE FOLLOWING SUPPLEMENTAL BENEFITS APPLY TO ALL CATEGORIES

All Classes A & B	07/01/2020 \$11.58 plus 7.5% of straight time wage, Overtime hours add \$ 0.63	10/01/2020 \$11.98 plus 8% of straight time wage, Overtime hours add \$ 0.63
All Class C	\$11.28 plus 7.5% of straight time wage, Overtime hours add \$ 0.48	11.68 plus 8% of straight time wage, Overtime hours add \$ 0.48
All Class D	\$10.98 plus 7.5% of straight time wage, Overtime hours add \$ 0.33	11.38 plus 8% of straight time wage, Overtime hours add \$ 0.33

OVERTIME PAY

See (B2, F, R) on OVERTIME PAGE

HOLIDAY

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

4-25a-MarDredge

Operating Engineer - Steel Erectors

01/01/2021

JOB DESCRIPTION Operating Engineer - Steel Erectors

DISTRICT 11

ENTIRE COUNTIES

Delaware, Orange, Rockland, Sullivan, Ulster

WAGES

CLASS A3: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with a 140 ft. boom and over.

CLASS A2: Cranes, Derricks and Pile Drivers 100 tons or more and Tower Cranes, with up to a 139 ft. boom and under.

CLASS A1: Cranes, Derricks and Pile Drivers less than 100 tons with a 140 ft. boom and over.

CLASS A: Cranes, Derricks and Pile Drivers less than 100 tons with up to a 139 ft. boom and under.

CLASS B: "A" Frame; Cherry Pickers(10 tons and under); Hoists (all type Hoists, shall also include Steam, Gas, Diesel, Electric, Air Hydraulic, Single and Double Drum, Concrete, Brick Shaft Caisson, Snorkel Roof, and/or any other Similar Type Hoisting Machines, portable or stationary, except Chicago Boom Type); Jacks-Screw Air Hydraulic Power Operated Unit or Console Type (not hand Jack or Pile Load Test Type); Side Booms; Straddle Carrier

CLASS C: Aerial Platform used as Hoist; Compressors (2 or 3 in Battery); Concrete cleaning/ decontamination machine operator; Directional Boring Machines; Elevator or House Cars; Conveyers and Tugger Hoists; Fireman; Fork Lifts; Generators (2 or 3 in Battery); Heavy Equipment Robotics Operator/Technician; Master Environmental Maintenance Technician; Maintenance -Utility Man; Rod Bending Machines (Power); Captain(powerboat); Tug Master; Ultra High Pressure Waterjet Cutting Tool System; Vacuum Blasting Machine; Welding Machines(gas or electric,2 or 3 in battery, including diesels); Transfer Machine; Apprentice Engineer/Oiler with either one compressor or one welding machine when used for decontamination and remediation

CLASS D: Compressor (single); Welding Machines (Gas, Diesel, and/or Electric Converters of any type); Welding System Multiple (Rectifier Transformer type)

CLASS E: Assistant Engineer/Oiler; Maintenance Apprentice (Deck Hand);Drillers Helper; Maintenance Apprentice (Oiler); Mechanics' Helper; Transit/Instrument Man

WAGES:(per hour)

	07/01/2020	07/01/2021 Additional	07/01/2022 Additional
Class A3	\$ 63.34	\$ 2.30	\$ 2.25
Class A2	61.68		
Class A1	58.84		
Class A	57.18		
Class B	54.39		

Class C	51.73
Class D	50.20
Class E	48.44
Vacuum Truck	55.15
Safety Engineer	56.01

Helicopter:	
Pilot/Engineer	58.84
Co Pilot	58.45
Communications Engineer	58.45

Surveying:	
Chief of Party	55.15
Transit/Instrument man	48.44
Rod/Chainman	45.40
Additional \$0.75 for Survey work Tunnels under compressed air.	
Additional \$0.50 for Hydrographic work.	

- SHIFT WORK: On all Government mandated irregular or off shift work, an additional 15% on straight time hours.
- On HAZARDOUS WASTE REMOVAL or ASBESTOS REMOVAL work, or any state or federally DESIGNATED HAZARDOUS WASTE SITE:

For projects bid on or before April 1, 2020...Where the Operating Engineer is in direct contact with hazardous material and when personal protective equipment is required for respiratory, skin and eye protection, the Operating Engineer shall receive the hourly wage plus an additional twenty percent (20%) of that wage for the entire shift.

For projects bid after April 1, 2020...On hazardous waste removal work of any kind, including state or federally designated site where the operating engineer is required to wear level A, B, or C personal protection the operating engineer shall receive an hourly wage rate of his regular hourly wage plus \$5.00 per hour. An operating engineer working at a hazardous waste removal project or site at a task requiring hazardous waste related certification, but who is not working in a zone requiring level A, B, or C personal protection, shall receive an hourly wage rate of his regular rate plus \$ 1.00 per hour. This shall also apply to sites where the level D personal protection is required.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 34.35
------------	----------

OVERTIME PAY

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

*15% premium is also required on shift work benefits

HOLIDAY

Paid: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Overtime: See (5, 6, 10, 13, 15) on HOLIDAY PAGE

Holidays falling on Sunday will be celebrated on Monday.

REGISTERED APPRENTICES

(1) year terms at the following percentage of journeyman's wage.

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

Supplemental Benefits per hour:

Apprentices	\$ 34.45
-------------	----------

11-825SE

Painter

01/01/2021

JOB DESCRIPTION Painter

DISTRICT 1

ENTIRE COUNTIES

Columbia, Dutchess, Greene, Orange, Sullivan, Ulster

WAGES

Per hour

07/01/2020

Brush/Paper Hanger	\$ 35.14
Dry Wall Finisher	35.14
Lead Abatement	35.14

Sandblaster-Painter	35.14
Spray Rate	36.14

See Bridge Painting rates for the following work:

Structural Steel , all work performed on tanks, ALL BRIDGES, towers, smoke stacks, flag poles. Rate shall apply to all of said areas from the ground up.

SUPPLEMENTAL BENEFITS

Per hour

Journey person	\$ 24.04
----------------	----------

OVERTIME PAY

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

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFT(S) OR SINGULAR IRREGULAR SHIFT OF AT LEAST A FIVE (5) DAY DURATION (MONDAY THROUGH FRIDAY), WHEN THE SHIFT STARTS BETWEEN THE HOURS LISTED BELOW:

4:00 PM to 6:30 AM	REGULAR RATE PLUS 15%**
--------------------	-------------------------

OVERTIME ON MULTIPLE SHIFT WORK AND SINGULAR IRREGULAR SHIFT THE SHIFT RATE IS THE BASE RATE

**SHIFT RATE STOPS AFTER 6:30AM

HOLIDAY

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

REGISTERED APPRENTICES

Wages per hour

Six (6) month terms at the following percentage of Journey person's wage

1st	2nd	3rd	4th	5th	6th
40%	50%	60%	70%	80%	90%

Supplemental Benefits per hour worked

1st term	\$ 10.64
All others	24.04

1-155

Painter - Bridge & Structural Steel

01/01/2021

JOB DESCRIPTION Painter - Bridge & Structural Steel

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per Hour:

STEEL:

Bridge Painting:	07/01/2020	10/01/2020	10/01/2021
	\$ 50.25	\$ 51.50	\$ 53.00
	+ 7.88*	+ 8.63*	+ 9.63*

ADDITIONAL \$6.00 per hour for POWER TOOL/SPRAY, whether straight time or overtime.

NOTE: All premium wages are to be calculated on base rate per hour only.

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

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

SHIFT WORK:

When directly specified in public agency or authority contract documents for an employer to work a second shift and works the second shift with employees other than from the first shift, all employees who work the second shift will be paid 10% of the base wage shift differential in lieu of overtime for the first eight (8) hours worked after which the employees shall be paid at time and one half of the regular wage rate. When a single irregular work shift is mandated in the job specifications or by the contracting agency, wages shall be paid at time and one half for single shifts between the hours of 3pm-11pm or 11pm-7am.

SUPPLEMENTAL BENEFITS

Per Hour:

Journeyworker:	07/01/2020	10/01/2020	10/01/2021
	\$ 10.20	\$ 10.90	\$ 10.90
	+ 29.65*	+ 30.00*	+ 30.60*

* For the period of May 1st to November 15th, this amount is payable up to 40 hours. For the period of Nov 16th to April 30th, this amount is payable up to 50 hours. EXCEPTION: First and last week of employment, and for the weeks of Memorial Day, Independence Day and Labor Day, where the amount is paid for the actual number of hours worked (no cap).

OVERTIME PAY

See (B, F, R) on OVERTIME PAGE

HOLIDAY

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

REGISTERED APPRENTICES

Wage - Per hour:

Apprentices: (1) year terms

	07/01/2020	10/01/2020	10/01/2021
1st year	\$ 20.10 + 3.15*	\$ 20.60 + 3.45*	\$ 21.20 + 3.86*
2nd year	\$ 30.15 + 4.73*	\$ 30.90 + 5.18*	\$ 31.80 + 5.78*
3rd year	\$ 40.20 + 6.30*	\$ 41.20 + 6.90*	\$ 42.40 + 7.71*
Supplemental Benefits - Per hour:			
1st year	\$.25 + 11.86*	\$.25 + 12.00*	\$.25 + 12.24*
2nd year	\$ 10.20 + 17.79*	\$ 10.90 + 18.00*	\$ 10.90 + 18.36*
3rd year	\$ 10.20 + 23.72*	\$ 10.90 + 24.00*	\$ 10.90 + 24.48*

NOTE: All premium wages are to be calculated on base rate per hour only.

8-DC-9/806/155-BrSS

Painter - Line Striping

01/01/2021

JOB DESCRIPTION Painter - Line Striping

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

Per hour:

Painter (Striping-Highway):	07/01/2020	07/01/2021	07/01/2022
Striping-Machine Operator*	\$ 30.10	\$ 30.32	\$ 31.53
Linerman Thermoplastic	\$ 36.53	\$ 36.93	\$ 38.34

Note: * Includes but is not limited to: Positioning of cones and directing of traffic using hand held devices. Excludes the Driver/Operator of equipment used in the maintenance and protection of traffic safety.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Thursday. Friday may be used as a make-up day.

NOTE - In order to use the '4 Day/10 Hour Work Schedule,' as your normal schedule, you must submit an 'Employer Registration for Use of 4 Day/10 Hour Work Schedule,' form PW30.1; and there must be a dispensation of hours in place on the project. If the PW30.1 is not submitted you may be liable for overtime payments for work over 8 hours per day.

SUPPLEMENTAL BENEFITS

Per hour paid: 07/01/2020 07/01/2021 07/01/2022

Journeyworker:

Striping Machine Operator: \$ 9.16 \$ 10.03 \$ 10.03

Linerman Thermoplastic: \$ 9.16 \$ 10.03 \$ 10.03

OVERTIME PAY

See (B, B2, E2, F, S) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 20) on HOLIDAY PAGE

Overtime: See (5, 20) on HOLIDAY PAGE

REGISTERED APPRENTICES

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

	07/01/2020	12/31/2020
1st Term:	\$ 12.04	\$ 12.50
2nd Term:	\$ 18.06	\$ 18.19
3rd Term:	\$ 24.08	\$ 24.26

Supplemental Benefits per hour:

1st term:	\$ 9.16	\$ 10.03
2nd Term:	\$ 9.16	\$ 10.03
3rd Term:	\$ 9.16	\$ 10.03

8-1456-LS

Painter - Metal Polisher

01/01/2021

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, Schoenectady, Schoharie, Schuyler, Seneca, St. Lawrence, Steuben, Suffolk, Sullivan, Tioga, Tompkins, Ulster, Warren, Washington, Wayne, Westchester, Wyoming, Yates

WAGES

	07/01/2020
Metal Polisher	\$ 36.33
Metal Polisher*	37.43
Metal Polisher**	40.33

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2020

Journeyworker:

All classification \$ 9.94

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, 9, 11, 15, 16, 25, 26) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

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

07/01/2020

1st year	\$ 16.00
2nd year	17.00
3rd year	18.00

1st year*	\$ 16.39
2nd year*	17.44
3rd year*	18.54

1st year**	\$ 18.50
2nd year**	19.50
3rd year**	20.50

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

Supplemental benefits:

Per hour:

1st year	\$ 6.69
2nd year	6.69
3rd year	6.69

8-8A/28A-MP

Plumber

01/01/2021

JOB DESCRIPTION Plumber

DISTRICT 11

ENTIRE COUNTIES

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

REFRIGERATION: For commercial and industrial refrigeration which means service, maintenance, and installation work where the combined compressor tonnage does not exceed 40 tons.

AIR CONDITIONING: Air conditioning to be installed that is water cooled shall not exceed 25 tons. This will include the piping of the component system and erection of water tower. Air conditioning that is air cooled shall not exceed 50 tons.

WAGES: (per hour)

	07/01/2020	05/01/2021
Plumber	\$ 34.59	Additional \$ 2.00

Star Certification: an additional \$ 1.00 per hour over scale will be paid to all those who have Star Certification.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman

\$ 33.07*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

OVERTIME PAY

See (B, G, P, *V) on OVERTIME PAGE

* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

HOLIDAY

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

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

REGISTERED APPRENTICES

(1)year terms at the following wage.

	07/01/2020	01/01/2021
1st term	\$ 12.11	\$ 13.84
2nd term	15.57	15.57

3rd term	19.03	19.03
4th term	22.49	22.49
5th term	27.68	27.68

Supplemental Benefits per hour:
Apprentices

1st term	\$ 11.66*	\$ 13.30*
2nd term	14.96*	14.96*
3rd term	18.25*	18.25*
4th term	21.55*	21.55*
5th term	26.49*	26.49*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.
11-373 Refrig

Plumber

01/01/2021

JOB DESCRIPTION Plumber

DISTRICT 11

ENTIRE COUNTIES

Orange, Rockland, Sullivan

PARTIAL COUNTIES

Ulster: Only the Townships of Plattekill, Marlboro, Wawarsing, and Shawangunk (except for Wallkill and Shawangunk Prisons).

WAGES

WAGES:(per hour)	07/01/2020	05/01/2021
		Additional
Plumber/Steamfitter	\$ 46.70	\$ 2.50

Note: For all work 40-60 feet above ground add \$ 0.25 per hour, over 60 feet add \$ 0.50 per hour.

Shift Differential: When mandated by the governmental agency, an additional 15% premium will be paid for irregular work day or for 2nd and 3rd shift.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 40.82*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.

OVERTIME PAY

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

* A portion of the benefit amount is subject to the V code for overtime and shift differential work.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 15, 16) on HOLIDAY PAGE

When a holiday falls on a Saturday, the day prior shall be considered and recognized as the holiday. When a holiday falls on a Sunday, the day proceeding shall be considered and recognized as the holiday to be observed.

REGISTERED APPRENTICES

(1) year terms at the following wages.

	07/01/2020
1st term	\$ 16.35
2nd term	21.02
3rd term	25.69
4th term	30.36
5th term	37.36

Supplemental Benefits per hour:

1st term	\$ 14.37*
2nd term	18.44*
3rd term	22.50*
4th term	26.58*
5th term	32.67*

*For overtime or shift differential work, \$0.10 is paid at straight time, the remaining balance is paid at the same premium as the wages.
11-373 SF

Roofer	01/01/2021
---------------	-------------------

JOB DESCRIPTION Roofer **DISTRICT** 9

ENTIRE COUNTIES

Bronx, Dutchess, Kings, New York, Orange, Putnam, Queens, Richmond, Rockland, Sullivan, Ulster, Westchester

WAGES

Per Hour: 07/01/2020

Roofer/Waterproofer \$ 44.25
+ \$7.00*

* This portion is not subject to overtime premiums.

Note: Abatement/Removal of Asbestos containing roofs and roofing material is classified as Roofer.

SUPPLEMENTAL BENEFITS

Per Hour: \$ 27.87

OVERTIME PAY

See (B, H) on OVERTIME PAGE

Note: An observed holiday that falls on a Sunday will be observed the following Monday.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

(1) year term

1st	2nd	3rd	4th
\$ 15.49	\$ 22.13	\$ 26.55	\$ 33.19
	+ 3.00*	+ 4.20*	+ 5.26*

Supplements:

1st	2nd	3rd	4th
\$ 3.57	\$ 14.10	\$ 16.85	\$ 20.98

9-8R

Sheetmetal Worker	01/01/2021
--------------------------	-------------------

JOB DESCRIPTION Sheetmetal Worker **DISTRICT** 8

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

07/01/2020
SheetMetal Worker \$ 43.65
+ 3.27*

*This portion is not subject to overtime premiums.

SHIFT WORK

For all NYS D.O.T. and other Governmental mandated off-shift work:
10% increase for additional shifts for a minimum of five (5) days

SUPPLEMENTAL BENEFITS

Journeyworker \$ 42.55

OVERTIME PAY

OVERTIME: See (B, E, Q,) on OVERTIME PAGE.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6, 8, 15, 16, 23) on HOLIDAY PAGE

REGISTERED APPRENTICES

1st	2nd	3rd	4th	5th	6th	7th	8th
\$ 16.16	\$ 18.18	\$ 20.21	\$ 22.23	\$ 24.24	\$ 26.27	\$ 28.77	\$ 31.27
+ 1.31*	+ 1.47*	+ 1.64*	+ 1.80*	+ 1.96*	+ 2.13*	+ 2.29*	+ 2.45*

*This portion is not subject to overtime premiums.

Supplemental Benefits per hour:

Apprentices

1st term	\$ 18.31
2nd term	20.60
3rd term	22.88
4th term	25.19
5th term	27.47
6th term	29.75
7th term	31.56
8th term	33.39

8-38

Sprinkler Fitter

01/01/2021

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

Dutchess, Orange, Putnam, Rockland, Sullivan, Ulster, Westchester

WAGES

Per hour

07/01/2020

Sprinkler
Fitter

\$ 45.52

SUPPLEMENTAL BENEFITS

Per hour

Journey person

\$ 27.57

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: When a holiday falls on Sunday, the following Monday shall be considered a holiday and all work performed on either day shall be at the double time rate. When a holiday falls on Saturday, the preceding Friday shall be considered a holiday and all work performed on either day shall be at the double time rate.

REGISTERED APPRENTICES

Wages per hour

One Half Year terms at the following percentage of journey person's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 21.97	\$ 24.41	\$ 26.59	\$ 29.02	\$ 31.45	\$ 33.88	\$ 36.31	\$ 38.74	\$ 41.17	\$ 43.60

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 18.70	\$ 18.70	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95	\$ 18.95
									1-669.2

Teamster - Building / Heavy&Highway

01/01/2021

JOB DESCRIPTION Teamster - Building / Heavy&Highway

DISTRICT 11

ENTIRE COUNTIES

Dutchess, Orange, Rockland, Sullivan, Ulster

WAGES

GROUP 1: LeTourneau Tractors, Double Barrel Euclids, Athney Wagons and similar equipment (except when hooked to scrapers), I-Beam and Pole Trailers, Tire Trucks, Tractor and Trailers with 5 axles and over, Articulated Back Dumps and Road Oil Distributors, Articulated Water Trucks and Fuel Trucks/Trailers, positions requiring a HAZMAT CDL endorsement.

GROUP 1A: Drivers on detachable Gooseneck Low Bed Trailers rated over 35 tons.

GROUP 2: All equipment 25 yards and up to and including 30 yard bodies and cable Dump Trailers and Powder and Dynamite Trucks.

GROUP 3: All Equipment up to and including 24-yard bodies, Mixer Trucks, Dump Crete Trucks and similar types of equipment, Fuel Trucks, Batch Trucks and all other Tractor Trailers, Hi-Rail Truck.

GROUP 4: Tri-Axles, Ten Wheelers, Grease Trucks, Tillerman, Pattern Trucks, Attenuator Trucks. Water Trucks, Bus.

GROUP 5: Straight Trucks.

GROUP 6: Pick-up Trucks for hauling materials and parts, and Escort Man over-the-road.

WAGES: (per hour) 07/01/2020

GROUP 1	\$ 33.25
GROUP 1A	34.39
GROUP 2	32.69
GROUP 3	32.47
GROUP 4	32.36
GROUP 5	32.24
GROUP 6	32.24

NOTE ADDITIONAL PREMIUMS:

- On projects requiring an irregular shift a premium of 10% will be paid on wages. The premium will be paid for off-shift or irregular shift work when mandated by Governmental Agency.
- Employees engaged in hazardous/toxic waste removal, on a State or Federally designated hazardous/toxic waste site, where the employee comes in contact with hazardous/toxic waste material and when personal protective equipment is required for respiratory, skin, or eye protection, the employee shall receive an additional 20% premium above the hourly wage.

SUPPLEMENTAL BENEFITS

Per hour:

First 40 hours	\$ 35.55
Over 40 hours	28.75

OVERTIME PAY

See (*B, E, **P, X) on OVERTIME PAGE

*Holidays worked Monday through Friday receive Double Time (2x) after 8 hours.

**Sunday Holidays are paid at a rate of double time and one half (2.5x) for all hours worked.

HOLIDAY

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

Overtime: See (*1) on HOLIDAY PAGE

*See OVERTIME PAY section for when additional premium is applicable on Holiday hours worked.

11-445B/HH

Welder

01/01/2021

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 07/01/2020

Welder: To be paid the same rate of the mechanic performing the work.*

*EXCEPTION: If a specific welder certification is required, then the 'Certified Welder' rate in that trade tag will be paid.

OVERTIME PAY

HOLIDAY

1-As Per Trade

Overtime Codes

Following is an explanation of the code(s) listed in the OVERTIME section of each classification contained in the attached schedule. Additional requirements may also be listed in the HOLIDAY section.

NOTE: Supplemental Benefits are 'Per hour worked' (for each hour worked) unless otherwise noted

- (AA) Time and one half of the hourly rate after 7 and one half hours per day
- (A) Time and one half of the hourly rate after 7 hours per day
- (B) Time and one half of the hourly rate after 8 hours per day
- (B1) Time and one half of the hourly rate for the 9th & 10th hours week days and the 1st 8 hours on Saturday.
Double the hourly rate for all additional hours
- (B2) Time and one half of the hourly rate after 40 hours per week
- (C) Double the hourly rate after 7 hours per day
- (C1) Double the hourly rate after 7 and one half hours per day
- (D) Double the hourly rate after 8 hours per day
- (D1) Double the hourly rate after 9 hours per day
- (E) Time and one half of the hourly rate on Saturday
- (E1) Time and one half 1st 4 hours on Saturday; Double the hourly rate all additional Saturday hours
- (E2) Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E3) Between November 1st and March 3rd Saturday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather, provided a given employee has worked between 16 and 32 hours that week
- (E4) Saturday and Sunday may be used as a make-up day at straight time when a day is lost during that week due to inclement weather
- (E5) Double time after 8 hours on Saturdays
- (F) Time and one half of the hourly rate on Saturday and Sunday
- (G) Time and one half of the hourly rate on Saturday and Holidays
- (H) Time and one half of the hourly rate on Saturday, Sunday, and Holidays
- (I) Time and one half of the hourly rate on Sunday
- (J) Time and one half of the hourly rate on Sunday and Holidays
- (K) Time and one half of the hourly rate on Holidays
- (L) Double the hourly rate on Saturday
- (M) Double the hourly rate on Saturday and Sunday
- (N) Double the hourly rate on Saturday and Holidays
- (O) Double the hourly rate on Saturday, Sunday, and Holidays
- (P) Double the hourly rate on Sunday
- (Q) Double the hourly rate on Sunday and Holidays
- (R) Double the hourly rate on Holidays
- (S) Two and one half times the hourly rate for Holidays

- (S1) Two and one half times the hourly rate the first 8 hours on Sunday or Holidays One and one half times the hourly rate all additional hours.
- (T) Triple the hourly rate for Holidays
- (U) Four times the hourly rate for Holidays
- (V) Including benefits at SAME PREMIUM as shown for overtime
- (W) Time and one half for benefits on all overtime hours.
- (X) Benefits payable on Paid Holiday at straight time. If worked, additional benefit amount will be required for worked hours. (Refer to other codes listed.)

Holiday Codes

PAID Holidays:

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

OVERTIME Holiday Pay:

Overtime holiday pay is the premium pay that is required for work performed on specified holidays. It is only required where the employee actually performs work on such holidays. The applicable holidays are listed under HOLIDAYS: OVERTIME. The required rate of pay for these covered holidays can be found in the OVERTIME PAY section listings for each classification.

Following is an explanation of the code(s) listed in the HOLIDAY section of each classification contained in the attached schedule. The Holidays as listed below are to be paid at the wage rates at which the employee is normally classified.

- (1) None
- (2) Labor Day
- (3) Memorial Day and Labor Day
- (4) Memorial Day and July 4th
- (5) Memorial Day, July 4th, and Labor Day
- (6) New Year's, Thanksgiving, and Christmas
- (7) Lincoln's Birthday, Washington's Birthday, and Veterans Day
- (8) Good Friday
- (9) Lincoln's Birthday
- (10) Washington's Birthday
- (11) Columbus Day
- (12) Election Day
- (13) Presidential Election Day
- (14) 1/2 Day on Presidential Election Day
- (15) Veterans Day
- (16) Day after Thanksgiving
- (17) July 4th
- (18) 1/2 Day before Christmas
- (19) 1/2 Day before New Years
- (20) Thanksgiving
- (21) New Year's Day
- (22) Christmas
- (23) Day before Christmas
- (24) Day before New Year's
- (25) Presidents' Day
- (26) Martin Luther King, Jr. Day
- (27) Memorial Day
- (28) Easter Sunday



New York State Department of Labor - Bureau of Public Work
State Office Building Campus
Building 12 - Room 130
Albany, New York 12240

REQUEST FOR WAGE AND SUPPLEMENT INFORMATION

As Required by Articles 8 and 9 of the NYS Labor Law

Fax (518) 485-1870 or mail this form for new schedules or for determination for additional occupations.

This Form Must Be Typed

Submitted By:

(Check Only One)

☐

Contracting Agency

☐

Architect or Engineering Firm

☐

Public Work District Office

Date:

A. Public Work Contract to be let by: (Enter Data Pertaining to Contracting/Public Agency)

1. Name and complete address ☐ (Check if new or change)

Telephone: ()

Fax: ()

E-Mail:

2. NY State Units (see Item 5)

☐ 01 DOT

☐ 02 OGS

☐ 03 Dormitory Authority

☐ 04 State University
Construction Fund

☐ 05 Mental Hygiene
Facilities Corp.

☐ 06 OTHER N.Y. STATE UNIT

☐ 07 City

☐ 08 Local School District

☐ 09 Special Local District, i.e.,
Fire, Sewer, Water District

☐ 10 Village

☐ 11 Town

☐ 12 County

☐ 13 Other Non-N.Y. State
(Describe)

3. SEND REPLY TO ☐ (check if new or change)
Name and complete address:

Telephone:()

Fax: ()

E-Mail:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

☐ New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

☐ Additional Occupation and/or Redetermination

PRC NUMBER ISSUED PREVIOUSLY FOR
THIS PROJECT :

OFFICE USE ONLY

B. PROJECT PARTICULARS

5. Project Title _____

Description of Work _____

Contract Identification Number _____

Note: For NYS units, the OSC Contract No. _____

6. Location of Project:
Location on Site _____

Route No/Street Address _____

Village or City _____

Town _____

County _____

7. Nature of Project - Check One:

- ☐ 1. New Building
- ☐ 2. Addition to Existing Structure
- ☐ 3. Heavy and Highway Construction (New and Repair)
- ☐ 4. New Sewer or Waterline
- ☐ 5. Other New Construction (Explain)
- ☐ 6. Other Reconstruction, Maintenance, Repair or Alteration
- ☐ 7. Demolition
- ☐ 8. Building Service Contract

8. OCCUPATION FOR PROJECT :

- ☐ Construction (Building, Heavy Highway/Sewer/Water)
- ☐ Tunnel
- ☐ Residential
- ☐ Landscape Maintenance
- ☐ Elevator maintenance
- ☐ Exterminators, Fumigators
- ☐ Fire Safety Director, NYC Only
- ☐ Guards, Watchmen
- ☐ Janitors, Porters, Cleaners, Elevator Operators
- ☐ Moving furniture and equipment
- ☐ Trash and refuse removal
- ☐ Window cleaners
- ☐ Other (Describe)

9. Has this project been reviewed for compliance with the Wicks Law involving separate bidding?

YES ☐ NO ☐

10. Name and Title of Requester

Signature



NEW YORK STATE DEPARTMENT OF LABOR
Bureau of Public Work - Debarment List

**LIST OF EMPLOYERS INELIGIBLE TO BID ON OR BE
AWARDED ANY PUBLIC WORK CONTRACT**

Under Article 8 and Article 9 of the NYS Labor Law, a contractor, sub-contractor and/or its successor shall be debarred and ineligible to submit a bid on or be awarded any public work or public building service contract/sub-contract with the state, any municipal corporation or public body for a period of five (5) years from the date of debarment when:

- Two (2) final determinations have been rendered within any consecutive six-year (6) period determining that such contractor, sub-contractor and/or its successor has WILLFULLY failed to pay the prevailing wage and/or supplements;
- One (1) final determination involves falsification of payroll records or the kickback of wages and/or supplements.

The agency issuing the determination and providing the information, is denoted under the heading 'Fiscal Officer'. DOL = New York State Department of Labor; NYC = New York City Comptroller's Office; AG = New York State Attorney General's Office; DA = County District Attorney's Office.

Debarment Database: To search for contractors, sub-contractors and/or their successors debarred from bidding or being awarded any public work contract or subcontract under NYS Labor Law Articles 8 and 9, or under NYS Workers' Compensation Law Section 141-b, access the database at this link: <https://applications.labor.ny.gov/EDList/searchPage.do>

For inquiries where WCB is listed as the "Agency", please call 1-866-546-9322

NYSDOL Bureau of Public Work Debarment List 11/13/2020

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	NYC	*****9839	A.J.S. PROJECT MANAGEMENT, INC.		149 FIFTH AVENUE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****4018	ADIRONDACK BUILDING RESTORATION INC.		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	AG	*****1812	ADVANCED BUILDERS & LAND DEVELOPMENT, INC.		400 OSER AVE #2300HAUPPAUGE NY 11788	09/11/2019	09/11/2024
DOL	DOL	*****1687	ADVANCED SAFETY SPRINKLER INC		261 MILL ROAD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	NYC	*****6775	ADVENTURE MASONRY CORP.		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC		AGOSTINHO TOME		405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL		AJ TORCHIA		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL		AMADEO J TORCHIA	TORCHIA'S HOME IMPROVEMENT	10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	NYC		AMJAD NAZIR		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		ANGELO F COKER		2610 SOUTH SALINA STREET SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		ANITA SALERNO		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	NYC		ANTHONY J SCLAFANI		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL		ANTHONY PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10323	01/23/2017	01/23/2022
DOL	DOL		ANTONIO ESTIVEZ		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		ARNOLD A. PAOLINI		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	NYC		ARSHAD MEHMOOD		168-42 88TH AVENUE JAMAICA NY 11432	11/20/2019	11/20/2024
DOL	DOL		ARVINDER ATWAL		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****6683	ATLAS RESTORATION CORP.		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	NYC	*****5532	ATWAL MECHANICALS, INC		65 KENNETH PLACE NEW HYDE PARK NY 11040	07/19/2017	07/19/2022
DOL	NYC	*****2591	AVI 212 INC.		260 CROPSEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	AG		AVTAR SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	AG		BALDEV SINGH		116-24 127TH STREET SOUTH OZONE PARK NY 11420	12/22/2015	12/22/2020
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****3915	BEACON RESTORATION INC		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****4512	BOB BRUNO EXCAVATING, INC		5 MORNINGSIDE DR AUBURN NY 13021	05/28/2019	05/28/2024
DOL	DOL		BOGDAN MARKOVSKI		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8551	BRANDY'S MASONRY		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL	*****1449	BRRESTORATION NY INC		140 ARCADIA AVENUE OSWEGO NY 13126	09/12/2016	09/12/2021
DOL	DOL		BRUCE MORSEY		C/O KENT HOLLOW SIDING LL 29A BRIDGE STREETNEW MILFORD CT 06776	01/15/2016	01/15/2021

NYSDOL Bureau of Public Work Debarment List 11/13/2020

Article 8

DOL	DOL		BRUCE P. NASH JR.		5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****0225	C&D LAFACE CONSTRUCTION, INC.		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****8809	C.B.E. CONTRACTING CORPORATION		310 MCGUINNESS BLVD GREENPOINT NY 11222	03/07/2017	03/07/2022
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****9383	C.C. PAVING AND EXCAVATING, INC.		2610 SOUTH SALINA ST SUITE 12SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	NYC		CALVIN WALTERS		465 EAST THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		CANTISANI & ASSOCIATES LTD		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CANTISANI HOLDING LLC			06/12/2018	06/12/2023
DOL	DOL		CARIBBEAN POOLS		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL		CARMEN RACHETTA		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	02/03/2025
DOL	DOL		CARMENA RACHETTA		8531 OSWEGO ROAD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3812	CARMODY "2" INC			06/12/2018	06/12/2023
DOL	DOL	*****1143	CARMODY BUILDING CORP	CARMODY CONTRACTIN G AND CARMODY CONTRACTIN G CORP.	442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY CONCRETE CORPORATION			06/12/2018	06/12/2023
DOL	DOL		CARMODY ENTERPRISES, LTD.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY INC		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3812	CARMODY INDUSTRIES INC			06/12/2018	06/12/2023
DOL	DOL		CARMODY MAINTENANCE CORPORATION		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL		CARMODY MASONRY CORP		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****8809	CBE CONTRACTING CORP		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG		CESAR J. AGUDELO		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	DOL	*****7655	CHAMPION CONSTRUCTION SERVICES CORP		2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		CHARLES ZIMMER JR		216 WESTBROOK STREET P O BOX 304SAYRE PA 18840	08/09/2016	08/09/2021
DOL	DOL		CHRISTINE J HEARNE		C/O CJ-HEARNE CONSTRUCTIO 131 PONCE DE LEON AVE NEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANOU A/K/A CHRIS PAPASTEFANOU		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****0671	CJ-HEARNE CONSTRUCTION CO		SUITE 204 131 PONCE DE LEON AVENUEATLANTA GA 30308	12/01/2015	12/01/2020
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	NYC	*****2164	CREATIVE TRUCKING INC		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	DOL	*****7761	D L MALARKEY CONSTRUCTION		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****7888	D L MALARKEY CONSTRUCTION INC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****5629	DAKA PLUMBING AND HEATING LLC		2561 ROUTE 55 POUGHQUAG NY 12570	02/19/2016	02/19/2021

NYSDOL Bureau of Public Work Debarment List 11/13/2020

Article 8

DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL		DANICA IVANOSKI		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL		DAVID MARTINEZ		C/O EMPIRE TILE INC 6 TREMONT COURTHUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC		DAVID WEINER		14 NEW DROP LANE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	DOL		DEBBIE STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	AG		DEBRA MARTINEZ		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		DEDA GAZIVODAN		C/O DAKA PLUMBING AND H 2561 ROUTE 55POUGHQUAG NY 12570	02/19/2016	02/19/2021
DOL	DOL		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		DENNIS SCHWANDTNER		C/O YES SERVICE AND REPAI 145 LODGE AVEHUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	DOL		DF CONTRACTORS OF ROCHESTER, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DF CONTRACTORS, INC.		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC		DIMITRIOS TSOUMAS		35-12 19TH AVENUE ASTORIA NY 11105	08/02/2017	08/02/2022
DOL	DOL		DOMENICO LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	DOL	*****3242	DONALD R. FORSAY	DF LAWN SERVICE	1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	DOL		DONALD R. FORSAY		1835 DAANSEN RD. PALMYRA NY 14522	05/16/2017	05/16/2022
DOL	NYC	*****7404	DOSANJH CONSTRUCTION CORP		9439 212TH STREET QUEENS VILLAGE NY 11428	02/25/2016	02/25/2021
DOL	DOL		DOUGLAS L MALARKEY	MALARKEY CONSTRUCTI ON	64 VICTORIA DRIVE B INGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		DUARTE LOPES		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****5175	EAGLE MECHANICAL AND GENERAL CONSTRUCTION LLC		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		EAST COAST PAVING		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	NYC	*****4269	EAST PORT EXCAVATION & UTILITIES		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	DOL	*****3270	EMPIRE TILE INC		6 TREMONT COURT HUNTINGTON STATION NY 11746	03/08/2016	03/08/2021
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL	*****7403	F & B PAINTING CONTRACTING INC		2 PARKVIEW AVENUE HARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FAY MATTHEW		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUEBROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FAZIA GINA ALI-MOHAMMED	C/O CHAMPION CONSTRUCTI ON	2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023

NYSDOL Bureau of Public Work Debarment List 11/13/2020

Article 8

DOL	DOL		FRANK BENEDETTO		C/O F & B PAINTING CONTRA 2 PARKVIEW AVENUEHARRISON NY 10604	09/26/2016	09/26/2021
DOL	DOL	****4722	FRANK BENEDETTO AND CHRISTOPHER J MAINI	B & M CONCRETE	19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	NYC		FRANK MAINI		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	NYC	****6616	G & G MECHANICAL ENTERPRISES, LLC.		1936 HEMPSTEAD TURNPIKE EAST MEDOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		GABRIEL FRASSETTI			04/10/2019	04/10/2024
DOL	DOL		GALINDA ROTENBERG		C/O GMDV TRANS INC 67-48 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	DOL		GEOFF CORLETT		415 FLAGGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DA		GEORGE LUCEY		150 KINGS STREET BROOKLYN NY 11231	01/19/1998	01/19/2998
DOL	DOL		GIGI SCHNECKENBURGER		261 MILL RD EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		GIOVANNI LAFACE		8531 OSWEGO RD BALDWINVILLE NY 13027	02/03/2020	01/09/2023
DOL	NYC	****3164	GLOBE GATES INC	GLOBAL OVERHEAD DOORS	405 BARRETTO ST BRONX NY 10474	05/31/2018	05/31/2023
DOL	DOL	****5674	GMDV TRANS INC		67-48 182ND STREET FRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		GREAT ESTATE CONSTRUCTION, INC.		327 STAGG ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	DOL		GREGORY S. OLSON		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		HANS RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		HARMEL SINGH		15 CLINTON LANE HICKSVILLE NY 11801	02/25/2016	02/25/2021
DOL	NYC		HAROLD KUEMMEL		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC	****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023
DOL	DOL		HENRY VAN DALRYMPLE		2663 LANTERN LANE ATLANTA GA 30349	12/01/2015	12/01/2020
DOL	DOL	****8282	IDEMA DEVELOPMENT INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****8282	IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL	****7001	INTEGRATED CONSTRUCTION & POWER SYSTEMS INC		SUITE 100 2105 W GENESEE STREETSYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	DOL	****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		IRENE KASELIS		32 PENNINGTON AVE WALDWICK NJ 07463	05/30/2019	05/30/2024
DOL	AG		J A M CONSTRUCTION CORP		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		J.A. HIRES CADWALLADER		P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JAMES B RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JAMES C. DELGIACCO		722 8TH AVE WATERVLIT NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES E RHYNDERS		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	AG		JAMES FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	DOL		JAMES LIACONE		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		JAMES RACHEL		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023

NYSDOL Bureau of Public Work Debarment List 11/13/2020

Article 8

DOL	DOL		JAMES RHYNDERS SR		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		JASON W MILLIMAN		C/O ROCHESTER ACOUSTICAL P O BOX 799HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL	*****5368	JCH MASONRY & LANDSCAPING INC.		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	NYC		JENNIFER GUERRERO		1936 HEMPSTEAD TURNPIKE EAST MEADOW NY 11554	11/29/2019	11/29/2024
DOL	DOL		JESSICA WHITESIDE		C/O BRRESTORATION NY INC 140 ARCADIA AVENUEOSWEGO NY 13126	09/12/2016	09/12/2021
DOL	AG		JOHN ANTHONY MASSINO		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JOHN F. CADWALLADER		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4612	JOHN F. CADWALLADER, INC.	THE GLASS COMPANY	P.O BOX 100 200 LATTA BROOK PARKHORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL		JOHN GOCEK		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	AG	*****0600	JOHNCO CONTRACTING, INC.		36-49 204TH STREET BAYSIDE NY 11372	02/07/2018	02/07/2023
DOL	DOL		JON E DEYOUNG		261 MILL RD P.O BOX 296EAST AURORA NY 14052	05/29/2019	05/29/2024
DOL	DOL		JORI PEDERSEN		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL		JOSE CHUCHUCA		35 CLINTON AVE OSSINING NY 10562	09/12/2018	09/12/2023
DOL	AG		JOSEPH FALCONE		SUITE 125 265 SUNRISE HIGHWAYROCKVILLE CENTRE NY 10457	04/07/2016	04/07/2021
DOL	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DOL	*****9273	JOSEPH M LOVETRO		P O BOX 812 BUFFALO NY 14220	08/09/2016	08/09/2021
DOL	NYC		JOSEPH MARTINO		1535 RICHMOND AVENUE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	DOL		JOY MARTIN		2404 DELAWARE AVE NIGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		JULIUS AND GITA BEHREND		5 EMES LANE MONSEY NY 10952	11/20/2002	11/20/3002
DOL	DOL	*****5062	K R F SITE DEVELOPMENT INC		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	NYC		K.S. CONTRACTING CORP.		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL	*****9732	KENT HOLLOW SIDING LLC		29A BRIDGE STREET NEW MILFORD CT 06776	01/15/2016	01/15/2021
DOL	DOL		KIM SOROCENSKI		C/O SOLUTION MATTERS INC 198 NORWOOD ROADPORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****3490	L & M CONSTRUCTION/DRYWALL INC.		1079 YONKERS AVE YONKERS NY 10704	08/07/2018	08/07/2023
DOL	DA	*****8816	LAKE CONSTRUCTION AND DEVELOPMENT CORPORATION		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	AG	*****4643	LALO DRYWALL, INC.		221 OLD FORD ROAD NEW PLATZ NY 12561	05/20/2016	05/20/2021
DOL	DOL	*****4505	LARAPINTA ASSOCIATES INC		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		LAVERN GLAVE		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	06/24/2016	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022

NYSDOL Bureau of Public Work Debarment List 11/13/2020

Article 8

DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL	*****4388	LEN.J CONSTRUCTION, LLC		PO BOX 10007 ALBANY NY 12201	08/14/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	09/19/2017	09/19/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	08/14/2017	08/14/2022
DOL	DOL		LEROY NELSON JR		PO BOX 10007 ALBANY NY 12201	01/17/2017	09/19/2022
DOL	DA	*****4460	LONG ISLAND GLASS & STOREFRONTS, LLC		4 MANHASSET TRL RIDGE NY 11961	09/06/2018	09/06/2023
DOL	AG	*****4216	LOTUS-C CORP.		81-06 34TH AVENUE APT. 6EJACKSON HEIGHTS NY 11372	02/07/2018	02/07/2023
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	AG		LUIS MARTINEZ	LALO DRYWALL	211 MAIN ST. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC		M & L STEEL & ORNAMENTAL IRON CORP.		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
DOL	DOL		M ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	AG	*****6957	M B DIN CONSTRUCTION INC		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	NYC	*****9590	MACK GLASSNAUTH IRON WORKS INC		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	DOL	*****1784	MADISON AVE CONSTRUCTION CORP		39 PENNY STREET WEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL		MALARKEY'S BAR & GRILL LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DOL	*****0705	MALARKEY'S PUB & GRUB LLC		64 VICTORIA DRIVE BINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	DA		MANUEL P TOBIO		150 KINGS STREET BROOKLYN NY 14444	08/19/1998	08/19/2998
DOL	DA		MANUEL TOBIO		150 KINGS STREET BROOKLYN NY 11231	08/19/1998	08/19/2998
DOL	NYC		MAREK FABIJANOWSKI		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		MARIACHI'S PIZZERIA		C/O DOUGLAS L MALARKEY 64 VICTORIA DRIVEBINGHAMTON NY 13904	02/04/2016	02/04/2021
DOL	NYC		MARTINE ALTER		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		MARVIN A STURDEVANT		29 MAPLEWOOD DRIVE BINGHAMTON NY 13901	02/21/2017	02/21/2022
DOL	DOL		MASONRY CONSTRUCTION, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****3333	MASONRY INDUSTRIES, INC.		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
DOL	DOL		MATTHEW IDEMA GENERAL CONTRACTORS INC		91 COLLEGE AVENUE POUGHKEEPSIE NY 12603	12/04/2015	12/04/2020
DOL	DOL		MATTHEW P. KILGORE		4156 WILSON ROAD EAST TABERG NY 13471	03/26/2019	03/26/2024
DOL	DOL		MAURICE GAWENO		442 ARMONK RD MOUNT KISCO NY 10549	06/12/2018	06/12/2023
DOL	DOL	*****6416	MCCALL MASONRY		P O BOX 304 SAYRE PA 18840	08/09/2016	08/09/2021

NYSDOL Bureau of Public Work Debarment List 11/13/2020

Article 8

DOL	DOL		MCLEAN "MIKKI BEANE"		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN "MIKKI" DRAKE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		MCLEAN M DRAKE-BEANE		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL	*****9445	MCLEAN M WALSH	ELITE PROFESSION AL PAINTING OF CNY	1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	NYC	*****5330	METRO DUCT SYSTEMS INC		1219 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020
DOL	DOL		MICHAEL A PASCARELLA		SUITE 100 2105 WEST GENESEE STREET SYRACUSE NY 13219	01/06/2016	01/06/2021
DOL	NYC		MICHAEL HIRSCH		C/O MZM CORP 163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4 YONKERS NY 10704	08/07/2018	08/07/2023
DOL	AG		MICHAEL RIGLIETTI		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL	*****4829	MILESTONE ENVIRONMENTAL CORPORATION		704 GINESI DRIVE SUITE 29 MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	*****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204 NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	*****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOOR STATEN ISLAND NY 10306	11/14/2019	11/14/2024
DOL	AG		MOHAMMED N CHATHA		8831 20TH AVENUE/SUITE 6E BROOKLYN NY 11214	11/17/2015	11/17/2020
DOL	NYC	*****3826	MOVING MAVEN OF NY, INC.		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****3550	MOVING MAVEN, INC		1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	AG		MSR ELECTRICAL CONSTRUCTION CORP.		31 BAY ST BROOKLYN NY 11231	03/28/2018	03/28/2023
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL		MUHAMMAD PERVAIZ		C/O CHAMPION CONSTRUCTION 2131 SCHENECTADY AVENUE BROOKLYN NY 11234	11/18/2015	11/18/2020
DOL	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC	*****3613	MZM CORP		163 S MAIN STREET NEW CITY NY 10956	01/28/2016	01/28/2021
DOL	DA	*****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	NYC	*****4839	NEW YORK RIGGING CORP		58-83 54TH STREET MASPETH NY 11378	02/26/2016	02/26/2021
DOL	NYC		NICHOLAS FILIPAKIS		7113 FORT HAMILTON PARKWAY BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLENTOWN PA 18104	09/17/2020	09/17/2025
DOL	DOL	*****6966	NORTH COUNTRY DRYWALL AND PAINT		23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****0065	NORTHEAST LANDSCAPE AND MASONRY ASSOC		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL	*****1845	OC ERECTERS, LLC A/K/A OC ERECTERS OF NY INC.		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	NYC	*****0818	ONE TEN RESTORATION, INC.		2366 61ST ST BROOKLYN NY 11204	12/15/2016	12/15/2021
DOL	NYC		ORSON ARROYO		C/O METRO DUCT SYSTEMS 12-19 ASTORIA BOULEVARD LONG ISLAND CITY NY 11102	04/16/2014	11/19/2020

NYSDOL Bureau of Public Work Debarment List 11/13/2020

Article 8

DOL	NYC		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	NYC	*****9422	PELIUM CONSTRUCTION, INC.		22-33 35TH ST. ASTORIA NY 11105	12/30/2016	12/30/2021
DOL	DOL		PETER M PERGOLA		3 WEST MAIN ST/SUITE 208 ELMSFORD NY 10523	01/23/2017	01/23/2022
DOL	DOL		PIERRE LAPORT		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	DOL	*****1543	PJ LAPORT FLOORING INC		224 COUNTY HIGHWAY 138 BROADALBIN NY 12025	03/07/2017	03/07/2022
DOL	NYC	*****5771	PMJ ELECTRICAL CORP		7113 FORT HAMILTON PARKWA BROOKLYN NY 11228	12/09/2016	12/09/2021
DOL	DOL	*****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	NYC	*****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
DOL	DA	*****6817	QUADRANT METAL BUILDINGS LLC		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	NYC		RAMESHWAR ASU		137 LIBERTY AVENUE BROOKLYN NY 11212	12/21/2015	12/21/2020
DOL	NYC		RASHEL CONSTRUCTION CORP		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	DOL	*****1068	RATH MECHANICAL CONTRACTORS, INC.		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	DOL	*****2633	RAW POWER ELECTRIC CORP		3 PARK CIRCLE MIDDLETOWN NY 10940	01/30/2018	01/30/2023
DOL	AG	*****7015	RCM PAINTING INC.		69-06 GRAND AVENUE 2ND FLOORMASPETH NY 11378	02/07/2018	02/07/2023
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DA		RIANN MULLER		2740 SW MARTIN DOWNS BLVD PALM CITY FL 34990	08/25/2016	08/25/2021
DOL	DOL	*****9148	RICH T CONSTRUCTION		107 WILLOW WOOD LANE CAMILLUS NY 13031	11/13/2018	11/13/2023
DOL	DOL		RICHARD MACONE		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL		RICHARD REGGIO		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025
DOL	DOL	*****9148	RICHARD TIMIAN	RICH T CONSTRUCTI ON	108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	10/16/2018	10/16/2023
DOL	DOL		RICHARD TIMIAN JR.		108 LAMONT AVE SYRACUSE NY 13209	11/13/2018	11/13/2023
DOL	DOL		ROBBYE BISSEsar		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	01/11/2003	01/11/3003
DOL	DOL		ROBERT A. VALERINO		3841 LANYARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		ROBERT BRUNO		3 GAYLORD ST AUBURN NY 13021	11/15/2016	11/15/2021
DOL	DOL		ROBERT BRUNO		5 MORNINGSIDE DRIVE AUBURN NY 13021	05/28/2019	05/28/2024
DOL	NYC		ROBERT HOHMAN		149 FIFTH AVE NEW YORK NY 10010	12/29/2016	12/29/2021
DOL	DOL	*****3859	ROCHESTER ACOUSTICAL CORP		P O BOX 799 HILTON NY 14468	02/19/2016	02/19/2021
DOL	DOL		RODERICK PUGH		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	*****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL		ROMEO WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
DOL	DOL		RONALD MESSEN		14B COMMERCIAL AVE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL		ROSEANNE CANTISANI			06/12/2018	06/12/2023
DOL	DOL		RYAN ALBIE		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022

NYSDOL Bureau of Public Work Debarment List 11/13/2020

Article 8

DOL	DOL	*****3347	RYAN ALBIE CONTRACTING INC		21 S HOWELLS POINT ROAD BELLPORT NY 11713	02/21/2017	02/21/2022
DOL	DOL	*****1365	S & L PAINTING, INC.		11 MOUNTAIN ROAD P.O BOX 408MONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****7730	S C MARTIN GROUP INC.		2404 DELAWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	NYC		SABIR MUHAMMED		SUITE B-8 782 PELHAM PARKWAY SOUTHBRONX NY 10462	04/21/2016	04/21/2021
DOL	DOL		SALVATORE A FRESINA			08/26/2016	08/26/2021
DOL	DOL		SAM FRESINA			08/26/2016	08/26/2021
DOL	NYC	*****0349	SAM WATERPROOFING INC		168-42 88TH AVENUE APT.1 AJAMAICA NY 11432	11/20/2019	11/20/2024
DOL	NYC		SANDEEP BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	AG		SERGIO RAYMUNDO		109 DUBOIS RD. NEW PALTZ NY 12561	05/20/2016	05/20/2021
DOL	NYC	*****6597	SHAIRA CONSTRUCTION CORP.		421 HUDSON STREET SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	DOL	*****1961	SHANE BURDICK	CENTRAL TRAFFIC CONTROL, LLC.	2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE BURDICK		2238 BAKER ROAD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL		SHANE NOLAN		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL		SHULEM LOWINGER		11 MOUNTAIN ROAD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL	*****0816	SOLAR ARRAY SOLUTIONS, LLC		9365 WASHINGTON ST LOCKPORT IL 60441	07/23/2018	07/23/2023
DOL	DOL	*****4025	SOLUTION MATTERS INC		198 NORWOOD ROAD PORT JEFFERSON NY 11776	11/19/2015	11/19/2020
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****6844	STEAM PLANT AND CHX SYSTEMS INC.		14B COMMERCIAL AVENUE ALBANY NY 12065	11/14/2019	11/14/2024
DOL	DOL	*****9933	STEED GENERAL CONTRACTORS, INC.		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL		STEFANOS PAPASTEFANOU, JR. A/K/A STEVE PAPASTEFANOU, JR.		256 WEST SADDLE RIVER RD UPPER SADDLE RIVER NJ 07458	05/30/2019	05/30/2024
DOL	DOL	*****9751	STEPHEN C WAGAR		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
DOL	DOL		STEVE TATE		415 FLAGER AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	NYC		STEVEN GOVERNALE		601 PORTION RD RONKONKOMA NY 11779	11/18/2016	11/18/2021
DOL	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN P SUCATO		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	NYC	*****9432	SUBLINK LTD		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	*****5863	SUKHMANY CONSTRUCTION, INC.		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****1060	SUNN ENTERPRISES GROUP, LLC		370 W. PLEASANTVIEW AVE SUITE 2.329HACKENSACK NJ 07601	02/11/2019	02/11/2024
DOL	DOL	*****8209	SYRACUSE SCALES, INC.		158 SOLAR ST SYRACUSE NY 13204	01/07/2019	01/07/2024
DOL	DOL		TALAILA OCAMPA		1207 SW 48TH TERRACE DEERFIELD BEACH FL 33442	01/16/2018	01/16/2023
DOL	DOL	*****9852	TAP STEEL INC		ROUTE 26 3101 P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021

NYSDOL Bureau of Public Work Debarment List 11/13/2020

Article 8

DOL	DOL		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATIO N	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DOL	*****8174	THE DALRYMPLE CORPORATION		UNIT 278 541 10TH STREET NWLANTA GA 30318	12/01/2015	12/01/2020
DOL	DOL	*****8174	THE DALRYMPLE GROUP LLC		289 JONESBORO RD/ STE 216 MCDONOUGH GA 30253	12/01/2015	12/01/2020
DOL	DOL		TIMOTHY A PALUCK		C/O TAP STEEL INC RTE 26 3101/ P O BOX 457CONSTABLEVILLE NY 13325	01/28/2016	01/28/2021
DOL	DOL	*****3453	TORCHIA'S HOME IMPROVEMENT		10153 ROBERTS RD SAUQUOIT NY 13456	08/09/2016	08/09/2021
DOL	DOL	*****8311	TRIPLE B FABRICATING, INC.		61 WILLETT ST. PASSAIC NJ 07503	10/26/2016	10/26/2021
DOL	DOL	*****9407	TURBO GROUP INC		15-68 208TH STREET BAYSIDE NY 11360	06/23/2016	06/23/2021
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	NYC		VALERIE VISCONTI		346 THIRD AVENUE PELHAM NY 10803	11/19/2015	11/19/2020
DOL	NYC	*****7361	VIALE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLSTON NY 11363	01/14/2019	01/14/2024
DOL	DOL		VICTOR ROTENBERG		C/O GMDV TRANS INC 67048 182ND STREETFRESH MEADOWS NY 11365	06/24/2016	06/24/2021
DOL	NYC		VIKTAR PATONICH		2630 CROSEY AVE BROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	DOL		VIKTORIA RATH		24 ELDOR AVENUE NEW CITY NY 10956	02/03/2020	02/03/2025
DOL	NYC		VITO GARGANO		1535 RICHMOND AVE STATEN ISLAND NY 10314	12/13/2017	12/13/2022
DOL	NYC	*****3673	WALTERS AND WALTERS, INC.		465 EAST AND THIRD ST MT. VERNON NY 10550	09/09/2019	09/09/2024
DOL	DOL		WAYNE LIVINGSTON JR	NORTH COUNTRY DRYWALL AND PAINT	23167 COUNTY ROUTE 59 DEXTER NY 13634	10/24/2016	10/24/2021
DOL	DOL	*****3296	WESTERN NEW YORK CONTRACTORS, INC.		3841 LAYNARD COURT NEW PORT RICHEY FL 34652	07/09/2019	07/09/2024
DOL	DOL		WHITE PLAINS CARPENTRY CORP		442 ARMONK RD	06/12/2018	06/12/2023
DOL	DOL		WILLIAM C WATKINS		1229 JAMES STREET SYRACUSE NY 13203	05/02/2017	05/02/2022
DOL	DOL		WILLIAM DEAK		C/O MADISON AVE CONSTR CO 39 PENNY STREETWEST ISLIP NY 11795	11/02/2016	11/02/2021
DOL	DOL	*****4043	WINDSHIELD INSTALLATION NETWORK, INC.		200 LATTA BROOK PARK HORSEHEADS NY 14845	03/08/2018	03/08/2023
DOL	DOL	*****4730	XGD SYSTEMS, LLC	TDI GOLF	415 GLAGE AVE #302STUART FL 34994	10/31/2018	10/31/2023
DOL	DOL	*****7345	YES SERVICE AND REPAIRS CORPORATION		145 LODGE AVE HUNTINGTON STATION NY 11476	08/09/2016	08/09/2021
DOL	NYC		ZAKIR NASEEM		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022
DOL	NYC	*****8277	ZHN CONTRACTING CORP		30 MEADOW ST BROOKLYN NY 11206	10/10/2017	10/10/2022

SPECIAL NOTE
NEW YORK STATE DEPARTMENT OF LABOR
PREVAILING WAGE RATES

Wage rate amendments and supplements are available on the NYSDOL web site at:

WWW.LABOR.STATE.NY.US

All changes or clarification of labor classifications and applicability of prevailing wage rates shall be obtained in writing from the Office of the Director, NYSDOL Bureau of Public Work.

The NYSDOL prevailing wage rate schedule for this contract has been determined and is available on the internet. The prevailing wage rate schedule is accessed by visiting the NYSDOL web site, navigating to the appropriate web page, and entering the Prevailing Rate Case No. (PRC#). The PRC# is provided on the following page on NYSDOL Form PW-200.

PRIME CONTRACTOR'S CERTIFICATION
NEW YORK STATE LABOR LAW, SECTION 220-a

1. That I am an officer of _____ and am duly authorized to make this affidavit on behalf of the prime contractor on public contract No. _____.
2. That I fully comprehend the terms and provisions of Section 220-a of the Labor Law.
3. That, except as herein stated, there are no amounts due and owing to or on behalf of laborers employed on the project by the contractor. (Set forth any unpaid wages and supplements, if none, so state).

NAME

AMOUNT

4. That the contractor hereby files every verified statement required to be obtained by the contractor from the subcontractors.
5. That, upon information and belief, except as stated herein, all laborers (exclusive of executive or supervisory employees) employed on the project have been paid the prevailing wages and supplements for their services through _____, the last day worked on the project by their subcontractor. (Set forth any unpaid wages and supplements, if none, so state and utilize clause 5A (below).

NAME

AMOUNT

- (5A) That the contractor has no knowledge of amounts owing to or on behalf of any laborers of its subcontractors.

PRIME CONTRACTOR'S CERTIFICATION
NEW YORK STATE LABOR LAW, SECTION 220-a

(continued)

6. In the event it is determined by the Commissioner of Labor that the wages or supplements or both of any such subcontractors have not been paid or provided pursuant to the appropriate schedule of wages and supplements, then the contractor shall be responsible for payment of such wages and supplements pursuant to the provision of Section 223 of the Labor Law.

SIGNATURE

PRINT NAME

TITLE

ACKNOWLEDGMENT:

STATE OF NEW YORK }
COUNTY OF _____ } SS: _____

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Section 2309 (c); Real Property Law, Section 311, 312).

SUBCONTRACTOR'S CERTIFICATION
NEW YORK STATE LABOR LAW, SECTION 220-a

1. That I am an officer of _____ a subcontractor on public contract No. _____ and I am duly authorized to make this affidavit on behalf of the firm.
2. That I make this affidavit in order to comply with the provisions of Section 220-a of the Labor Law.
3. That on _____ we received from _____, the prime contractor, a copy of the initial/revised schedule of wages and supplements Prevailing Rate Case Number (PRC) _____ specified in the public improvement contract.
4. That I have reviewed such schedule(s), and agree to pay the applicable prevailing wages and to pay or provide the supplements specified therein.

SIGNATURE

PRINT NAME

TITLE

ACKNOWLEDGMENT:

STATE OF NEW YORK }
COUNTY OF _____ } SS: _____

On the _____ day of _____ in the year 20____, before me, the undersigned, a Notary Public in and for said State, personally appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s) acted, executed the instrument.

Notary Public

If this affidavit is verified by an oath administered by a notary public in a foreign country other than Canada, it must be accompanied by a certificate authenticating the authority of the notary who administers the oath. (See CPLR Section 2309 (c); Real Property Law, Section 311, 312).

END OF SECTION 200

SECTION 01011

SUMMARY OF WORK AND CONTRACT CONSIDERATIONS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Work Covered by Contract Documents
- B. Contract Type
- C. Allowances
- D. Coordination
- E. Examination of Contract Documents and Site
- F. Field Engineering
- G. Cutting and Patching
- H. Schedule of Values

1.2 WORK COVERED BY CONTRACT DOCUMENTS

- A. The following Prime Contracts are for construction of the Snow Removal Equipment (SRE) Storage Building Project, located at the Orange County Airport, for the County of Orange, New York (Owner).
 - 1. Contract 1: General construction work associated with the proposed SRE Storage Building contract includes all work not specifically assigned to any other discipline of work, and generally consists of all work shown on sheets G (General), C (Civil), A (Architectural), and S (Structural), unless otherwise noted.
 - 2. Contract 2: Mechanical and HVAC construction work shown on sheets M (Mechanical), unless otherwise noted..
 - 3. Contract 3: Plumbing construction work shown on sheets P, unless otherwise noted .
 - 4. Contract 4: Electrical construction work shown on sheets E, unless otherwise noted.
- B. The complete scope of Work included in the Contracts is as indicated in the entire Contract Documents and is not restricted to the Work of any particular trade or group of trades.

- B. The specifications are arranged in several sections for convenience of reference. Such arrangement shall not be construed as prescribing by Engineer the limits of the Work of subcontractors, nor the class of labor or trade necessary for the accomplishment of the Work.

1.3 CONTRACT TYPE

- A. Work will be accomplished using four (4) prime, fixed price contracts consisting of one lump sum price for all work items as described in each prime contract and above, and in Section 01026. The four (4) prime contracts shall be for 1) General Construction, 2) Mechanical Construction, 3) Plumbing Construction and 4) Electrical Construction.
- B. "Contractor" is defined in Paragraph 10-19 of Section 10 and references to Contractor or Contractors are equally applicable to each of the prime contractors. Paragraph 1.2 of this Section 01011, and other sections of the Contract Documents, indicate provisions of the Contract Documents that are applicable to specific primes, generally the terms "the Contractor" and "each Contractor" will be used interchangeably, however, in instances where additional clarity may be required, the terms "General Contractor", "Mechanical Contractor", "Plumbing Contractor" or "Electrical Contractor" may be used.

1.4. ALLOWANCES

- A. Contract 4, Electrical Construction, includes an allowance in the amount of \$10,000 for coordination with the local utility for a new electrical transformer. No other allowances are included in the three prime contracts. All Electrical Contractor's costs for coordination and all work by utility owners and associated permitting, inspections and the like, shall be included in the \$10,000 allowance as described above during construction of the Snow Removal Equipment (SRE) Storage Building.

1.6. COORDINATION

- A. Within-Contract Coordination: The Contractor shall:
 - 1. Coordinate scheduling, submittals and Work of all Subcontractors to assure efficient and orderly sequence of installation of construction elements, with provisions for accommodating items installed later.
 - 2. Verify utility requirements and characteristics of Products are compatible with building utilities and with other Products. Coordinate work of various Sections having interdependent responsibilities for installing, connecting to, and placing in service, such Products.
 - 3. Coordinate space requirements, supports and installation of items of Work which are indicated diagrammatically on Drawings. Follow routing shown for pipes, ducts, and conduits, as closely as practicable. Where routing is not indicated, make runs parallel with lines of building. In all cases, utilize spaces efficiently to maximize accessibility for other installations, for maintenance, and for repairs.
 - 4. Coordinate the work of Subcontractors to provide for the orderly and timely completion of all Work.
 - 5. In finished areas, except as otherwise indicated, conceal pipes, ducts, and wiring within the construction. Coordinate locations of fixtures and outlets with finish elements.

6. Coordinate completion and clean-up of Work in preparation for Substantial Completion and for portions of Work designated for Owner's Partial Utilization.
 7. After Substantial Completion or Partial Utilization of Work, coordinate access to site for correction of defective Work and Work not in accordance with Contract Documents, to minimize disruption of Owner's activities.
 8. Coordinate Work to anticipate decisions to be made by the RPR to provide ample time for on-site observation, investigation and preparation of descriptive drawings.
- B. The Resident Project Representative (RPR) shall coordinate the overall Project Work of the Prime Contractors who shall in turn coordinate the Work of their own Subcontractors, and shall report such coordination to the Owner and RPR.
1. Each Contractor shall prepare "above the ceiling" coordination drawings to coordinate space requirements and submit them to the RPR.
 2. No work shall proceed until coordination drawings have been submitted to the RPR, by each Contractor and reviewed and approved by the Engineer and Owner.
 3. Questions regarding the Work of the each Contractor and notification of delays in the Contractor's Work caused by any Subcontractor are to be referred to the RPR.
 4. Progress schedules submitted and revised by each Contractor will be used to coordinate the Project schedule. Refer to Section 01310 regarding input to the progress schedule by the Contractor and Subcontractors.
 5. Each Contractor is to attend the preconstruction meeting and all progress meetings to discuss coordination of the Work with all trades. Refer to Section 01300.
 6. Use of the site by the Contractor and all Subcontractors will be coordinated by the Contractor, and the Contractor shall continuously report the coordination and schedule to the Owner and RPR.

1.7. EXAMINATION OF CONTRACT DOCUMENTS AND SITE

- A. All Contractors shall examine the Contract Documents to clearly understand the Contractor's obligations and responsibilities relative to all work required by the Contractor and all Subcontractors.
- B. Carefully study and compare the Contract Documents and verify with the site conditions. Report any conflicts, errors, ambiguities or discrepancies to the Engineer prior to proceeding with the Work.

1.8. FIELD ENGINEERING

- A. Control datum to be used for all survey work is that shown on drawings. All Work shall be laid out based on the identified control datum or surveys originating there from unless otherwise approved in writing by the Engineer.
- B. The General Contractor shall:
 1. Provide field engineering services by a Land Surveyor registered in the State of NY to:

- a. Verify control datum, rights of way, setbacks, easements and property lines and existing site elevations.
 - b. Establish additional reference points for laying out the Work.
 - c. Establish building outlines, proposed lines and grades for underground utilities, centerlines and edges of pavement.
- C. The General Contractor shall provide all other survey and layout necessary to correctly establish elevations, lines, and levels for performance of the Work. Survey and layout shall be performed by personnel experienced and qualified to perform such Work and shall utilize recognized engineering survey and layout practices.
- D. All survey and layout shall include confirmation of drawing dimensions and elevations and existing site conditions. Notify Engineer in writing of any discrepancies.
- E. All survey and layout notes and sketches shall be made accessible to the Engineer. Copies shall be provided if requested.
- F. The Contractor shall maintain accurate records of all data required to compile the record documents, in accordance with Section 01330 – Submittals and Section 01700 – Execution Requirements.

1.9. CUTTING AND PATCHING

- A. Execute cutting and patching, including excavation and fill, to complete the Work and to:
 - 1. Fit parts together and integrate with other Work.
 - 2. Uncover and remove or correct ill-timed, defective, and non-conforming Work.
 - 3. Provide openings for penetrations.
 - 4. Provide samples for testing.
- B. Cut masonry and concrete materials using masonry saw or core drill unless otherwise approved.
- C. Restore Work with new Products in accordance with requirements of Contract Documents. Refinish surfaces to match adjacent finishes. For continuous surfaces, refinish to nearest intersection; for an assembly, refinish entire unit.
- D. Fit work tight to pipes, sleeves and other penetrations. Seal penetrations and voids through floors, walls, and ceilings.

1.10. SCHEDULE OF VALUES

- A. Refer to Section 01300.

PART 2 PRODUCTS Not Used.

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01026

LUMP SUM ITEMS

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Identification of lump sum items as set forth in the Bid Form.
- B. Brief outline of work involved in each item, and listing of work components in the item.
- C. Brief reference to associated work not included in the item.

1.2 RELATED REQUIREMENTS

- A. Contractor's Bid:
 - 1. Schedule of Lump Sum Items for Base Bid Price.
 - 2. Schedule of Lump Sum Items for any Add-Alternate or Add-On Work.

1.3 LUMP SUM ITEM DESCRIPTION PAGES

- A. Each Lump Sum Item is accompanied by a Lump Sum Item Description page which lists the components of work included under the item together with a cross-reference to appropriate sections of the Specifications for each such component.
- B. Lump Sum Item Description pages are appended to this Section.

1.4 SCHEDULE OF LUMP SUM ITEMS GENERAL CONSTRUCTION: CONTRACT 1:

<u>Bid Item</u>	<u>Description</u>
G-1	General Construction
T-1	Total Base Bid
Add on #1	Water service add on
T-G-1	TOTAL BID GENERAL CONTRACT

(SEE BID SHEET FOR BID BREAKDOWN)

1.5 SCHEDULE OF LUMP SUM ITEMS: MECHANICAL CONSTRUCTION: CONTRACT 2:

<u>Bid Item</u>	<u>Description</u>
M-1	Mechanical Construction
T-1	Total Base Bid
T-M-1	TOTAL BID MECHANICAL CONTRACT

(SEE BID SHEET FOR BID BREAKDOWN)

1.6 SCHEDULE OF LUMP SUM ITEMS: PLUMBING CONSTRUCTION: CONTRACT 3:

<u>Bid Item</u>	<u>Description</u>
P-1	Plumbing Construction
T-1	Total Base Bid
T-P-1	TOTAL BID PLUMBING CONTRACT

(SEE BID SHEET FOR BID BREAKDOWN)

1.7 SCHEDULE OF LUMP SUM ITEMS: ELECTRICAL CONSTRUCTION: CONTRACT 4:

<u>Bid Item</u>	<u>Description</u>
E-1	Electrical Construction
T-1	Total Base Bid
4-A	Allowance: Utility Coordination (\$10,000)
T-E-1	TOTAL BID ELECTRICAL CONTRACT

(SEE BID SHEET FOR BID BREAKDOWN)

PART 2 Not Used

PART 3 Not Used

END OF SECTION

SECTION 01045

CUTTING AND PATCHING

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Cutting, fitting and patching, including excavation and backfill, required to:
 - 1. Make its several parts fit together properly.
 - 2. Uncover portions of the Work to provide for installation of ill-timed work.
 - 3. Remove and replace defective and non-conforming work.
 - 4. Remove and replace work not conforming to requirements of Contract Documents.
 - 5. Remove samples of installed work as specified for testing.
 - 6. Provide routing penetrations of non-structural surfaces for installation of piping and electrical conduit.
 - 7. To complete the work of this contract within the building.
 - 8. To complete the work of this contract outside the building.
 - 9. The Contractor to review drawings for all disciplines, to better understand the extent of demolition, cutting and patching required.

1.2 RELATED REQUIREMENTS

- A. Section 01011 - Summary of Work.

1.3 SUBMITTALS

- A. Submit a written request to Engineer well in advance of executing any cutting or alteration which affects:
 - 1. The work of the Owner or any subcontractor.
 - 2. The structural value or integrity of any element of the Project.
 - 3. The integrity of effectiveness of weather-exposed or moisture-resistant elements of systems.
 - 4. The efficiency, operational life, maintenance or safety of operational elements.
 - 5. The visual qualities of sight-exposed elements.
- B. The request shall include:
 - 1. Identification of the Project.
 - 2. Description of the affected work.
 - 3. The necessity for cutting, alteration or excavation.
 - 4. The effect on the work of the Owner or any separate contractor, or on the structural or weatherproof integrity of the Project.
 - 5. Description of the proposed work:
 - a. The scope of cutting, patching, alteration, or excavation.
 - b. The trades who will execute the work.
 - c. Products proposed to be used.
 - d. The extent of refinishing to be done.
 - 6. Alternatives of cutting and patching.
 - 7. Cost proposal, when applicable.

8. Written permission of any separate Contractor whose Work will be affected.
- C. Should conditions of the work or the schedule indicate a change of products from the original installation, Contractor shall submit a request for substitution as specified in Section 01330 - Submittals.
- D. Submit a written notice to Engineer designating the date and the time the work will be uncovered.

1.4 CUTTING AND PATCHING

- A. Definition - For the purpose of this work, cutting is "the removal of portions of the existing building, its equipment or site elements with extreme care to preserve the finish or the function of that portion which remains, because the cutting is done with the knowledge and intention that this remaining portion will be patched or restored to approximately its previous condition".
 1. "Cutting and Patching" is, therefore, distinguished from demolition and alteration" in that demolition is the complete wrecking or removal of existing elements of the building and subsequent alteration or change in that which remains.
- B. Coordination
 1. The Contractor shall be responsible for the timely and accurate layout of their work that involves cutting of surfaces of the existing building.
 2. The Contractor shall perform their own cutting and patching operations of surfaces including walls, floors, ceilings and roofs as indicated. All voids between piping and conduit and the sides of openings drilled shall be packed with fire rated insulation and sealant material to reestablish the integrity of the walls fire rating. The contractor shall provide closures or escutcheon plates to close openings around pipes, conduit and other drilled openings. The Contractor shall fill all depressions in concrete slabs revealed after cutting or demolition operations of his own work and shall be hired by the respective mechanical/electrical trades to fill theirs; note especially depressions in concrete floor slabs where metal stud wall have been removed. The Contractor shall provide matching deck, insulation material, etc. to close abandoned roof openings and shall perform their own patching to fill theirs as well.
 3. All openings in walls shall include installation of headers or lintels to support wall material and masonry above opening.
 4. Each Contractor shall be responsible for patching all areas of cutting relating to his work. Patching shall be done in a manner to repair surfaces disturbed by cutting to their original condition.
 - a. Existing concrete masonry unit walls shall be repaired by replacing whole masonry units in area of cutting and painted to match surrounding walls.
 - c. Existing acoustic ceiling tiles and backer board scheduled to remain and removed to execute the work of this contract shall be replaced upon the completion of the work. All acoustic tiles damaged by the work of this contract shall be replaced by the contractor. Tile units replaced shall match existing tile units and be painted if necessary.
 - c. Gypsum wallboard walls and ceilings shall be patched or replaced to the closest stud and painted to restore to original condition.

- d. The General Contractor shall paint all areas to be cut and patched by the other Contractors.

PART 2 PRODUCTS

2.1 MATERIALS

- A. New materials and installation shall comply in every respect with qualities and standards specified in Divisions 1 - 14.
- B. Where salvaged materials are indicated, the Contractor may at its option, substitute new, matching materials. No salvaged materials shall be installed without prior approval of Engineer. Where sufficient salvageable materials are not available to properly cover designated areas, Contractor shall supplement quantities with matching new materials.
- C. Patching of existing surfaces shall be done with surface materials, backing materials and backup supporting systems that are similar to the existing materials in the area of the patching. Final surfaces shall be similar in material, appearance and texture, and shall be flush with surrounding surfaces.

PART 3 EXECUTION

3.1 INSPECTION

- A. Inspect conditions of the Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering Work, inspect the conditions affecting the installation of Products, or performance of the Work.
- C. Report unsatisfactory or questionable conditions to the Engineer in writing; do not proceed with the work until the Engineer has provided further instructions.

3.2 PREPARATION

- A. Coordinate with Section 01732 and related drawings prior to any Work.
- B. Provide adequate temporary support as necessary to assure the structural value or integrity of the affected portion of the Work.
- C. Provide devices and methods to protect other portions of the Project from damage.
- D. Provide protection from the elements for that portion of the Project which may be exposed by cutting and patching Work, and maintain excavations free from water.

3.3 PERFORMANCE

- A. Execute cutting and patching by methods which will prevent damage to other Work, and will provide proper surfaces to receive installation of repairs.
- B. Execute excavating and backfilling by methods which will prevent settlement or damage to other work.
- C. Employ the original installer or fabricator to perform cutting and patching for:
 - 1. Weather-exposed or moisture-resistant elements.
 - 2. Sight-exposed finished surfaces.
- D. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances and finishes.
- E. Restore Work which has been cut or removed; install new products to provide complete Work in accord with requirements of Contract Documents.
- F. Fit Work airtight to pipes, sleeves, ducts, conduit and other penetrations through surfaces.
- G. Maintain integrity of wall, ceiling, or floor construction; completely seal voids.
- H. At penetrations of fire rated walls, partitions, ceilings or floor construction, completely seal voids with fire rated material, to the full thickness of the penetrated element.
- I. Remove debris and abandoned items from areas and from concealed spaces.
- J. Close openings in exterior surfaces to protect existing Work from weather and extremes of temperature and humidity.
- K. Where new Work abuts or aligns with existing, provide a smooth and even transition. Patch Work to match existing adjacent work in texture and appearance.
- L. Where adjacent ceilings are unlevel or of unequal height, provide a gypsum board drop beam between the two surfaces. Where adjacent walls are not plumb or in a different horizontal plane, provide a gypsum board pilaster between the two wall surfaces. Where adjacent floor surfaces are uneven or at a different elevation, provide a tapered flash patch surface with a maximum slope of 1:20. Submit recommendations for resolving these situations to Engineer for review.
- M. Trim existing doors as necessary to clear new floor finish.
- N. Repair surface and remove surface finishes to provide installation of new Work and finishes. Refinish entire surfaces as necessary to provide an even finish to match adjacent finishes.
 - 1. For continuous surfaces, refinish to nearest intersection.
 - 2. For an assembly, refinish the entire unit.

- O. Patch existing finishes around new openings cut in existing wall planes or ceilings, or floors to match the existing adjacent materials blending to them. Patch jambs, heads, and sills of those openings to match the existing adjacent materials, blending to them, if no specific details are provided in the Drawing set.
- P. At ends of demolished walls or partitions, where they intersect with perpendicular walls or partitions, and this demolition interrupts the finish of the wall plane remaining, the interruption, void, or damaged construction shall be patched to match adjacent existing materials blending finishes to them.

END OF SECTION

SECTION 01300

ADMINISTRATIVE REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Preconstruction meeting.
- B. Progress meetings.

1.2 PRECONSTRUCTION MEETING

- A. Engineer will schedule meeting after Notice of Award.
- B. Attendance Required: Owner, Engineer, Contractors and Subcontractors.
- C. Agenda:
 - 1. See specification section GP30-05 for submission requirements of executed bonds and specification section GP70-21 for submission requirements for insurance certificates.
 - 2. Distribution of Contract Documents.
 - 3. See specification section GP80-01 for Subcontractor approval requirements and specification section GP20-02 for submission requirements for schedule of values.
 - 4. Designation of personnel representing Owner, each Contractor, each Subcontractor, and Engineer.
 - 5. Procedures and processing of field decisions, submittals, substitutions, applications for payments, proposal request, Change Orders, and Contract closeout procedures.
 - 6. Scheduling.
- D. Record minutes and distribute copies within after meeting to participants, with copies to Engineer, Owner, and those affected by decisions made.

1.3 PROGRESS MEETINGS

- A. Schedule and administer meetings throughout progress of the Work at regular intervals, as determined by the Engineer, in accordance with the specifications.
- B. Engineer will make arrangements for meetings, prepare agenda with copies for participants, preside at meetings.
- C. Attendance Required: Job superintendents, major subcontractors, Owner, and Engineer, as appropriate to agenda topics for each meeting.
- D. Agenda:
 - 1. Review minutes of previous meetings.
 - 2. Review of Work progress.
 - 3. Field observations, problems, and decisions.

4. Identification of problems impeding planned progress.
5. Review of submittals schedule and status of submittals.
6. Review of off-site fabrication and delivery schedules.
7. Maintenance of progress schedule.
8. Corrective measures to regain projected schedules.
9. Planned progress during succeeding Work period.
10. Coordination of projected progress.
11. Maintenance of quality and Work standards.
12. Effect of proposed changes on progress schedule and coordination.
13. Other business relating to Work.

- E. The Resident Project Representative (RPR) will record minutes and distribute copies after meeting to participants, with copies to Engineer, and Owner, and those affected by decisions made.

PART 2 PRODUCTS Not Used

PART 3 EXECUTION Not Used

END OF SECTION

SECTION 01310

PROGRESS SCHEDULES

PART 1 GENERAL

1.1 REQUIREMENTS INCLUDED

- A. Procedures for preparation and submittal of construction Progress Schedules by the Contractors and major Subcontractors, and periodic updating of the same.
- B. Preparation and submittal of Master Progress Schedule by the Contractor and periodic updating of same.

1.2 RELATED REQUIREMENTS

- A. Section 01011 - Summary of Work and Contract Considerations.

1.3 SUBMITTALS

- A. Preliminary Progress Schedule by the General Contractor
- B. Preliminary Progress Schedules by other Contractors based on the General Contractor's preliminary schedule
- C. Master Progress Schedule prepared by the Contractor.
- D. Periodic updates by all Contractors
- E. Updated Master Progress Schedule prepared by the Contractor.

1.4 PRELIMINARY PROGRESS SCHEDULES

- A. Each Contractor shall prepare and submit 3 copies of a preliminary progress schedule for review and approval by the Engineer.
- B. Submit in the form of a horizontal bar chart.
- C. Indicate anticipated starting and ending dates for each activity, as well as the dates for intermediate Milestones, Substantial Completion and Final Completion.
- D. Each Contractor's preliminary progress schedule shall be distributed by the Contractor to each of its Subcontractors for preparation of their schedules, which shall coordinate with Contractor's schedule. Preliminary schedules by Subcontractors shall be prepared and 5 copies shall be submitted to the Contractor within 7 calendar days of their receipt of the Contractor's preliminary schedule.

1.5 SCHEDULING CONFERENCE AND MASTER PROGRESS SCHEDULE

- A. After receipt of all preliminary schedules, Engineer will convene a scheduling conference involving the Owner and all Contractors for the purpose of discussing the preliminary schedules and agreeing upon corrections and adjustments to the individual schedules to define an acceptable Master Progress Schedule, which will include the Work of the each Contractor and all Subcontractors.
- B. Within 10 days after conclusion of scheduling conference(s), and at least 10 days before the first Application for Payment by the Contractors, the RPR shall submit the Master Progress Schedule, which includes the Work of the each Contractor and all of their respective Subcontractors, incorporating the agreed-upon corrections and adjustments. The RPR shall distribute 5 copies of Master Progress Schedule to each Contractor, as well as to Owner and Engineer.

1.6 UPDATING SCHEDULES

- A. On a bi-weekly basis, each Contractor shall submit 5 copies of a marked-up Master Progress Schedule which shows current project status and all proposed future Work of their Contract. Updated progress schedules shall contain, for current and future Work, the same level of detail and information contained in the initially accepted schedule.
 - 1. Highlight activities modified since previous submittal, changes in scope, and other identifiable changes.
 - 2. Provide narrative report to define problem areas, anticipated delays, and impact on Schedule. Report corrective action taken or proposed, and its effect, including the effect of changes on schedules of other Contractors.
- B. Each Contractor will distribute the marked-up Master Progress Schedule and narrative report to its major Subcontractors and who will review for acceptability.
- C. The RPR shall maintain and revise Master Progress Schedule on a bi-weekly basis, incorporating accepted revisions regarding current and future (not past) activities, and shall distribute copies of the updated Master Progress Schedule as indicated in Paragraph 1.05B of this Section.

1.7 DETAILED SCHEDULES FOR PROGRESS MEETINGS

- A. In addition to submitting updated Master Progress Schedules at the identified frequency, each Contractor shall bring to each progress meeting 5 copies of a graphical schedule which identifies, in greater detail than the full progress schedule, all Work activities which are to occur before the next progress meeting.

1.8 PROGRESS SCHEDULE EFFECT ON PROGRESS PAYMENT

- A. If the Contractor's required preliminary progress schedules or progress schedule updates have not been submitted and found acceptable, Engineer will refuse to recommend any payment to the Contractor, and Applications for Progress Payment will be returned to the Contractor.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01330
SUBMITTAL PROCEDURES

REFER TO SECTION 50

END OF SECTION

SECTION 01400
QUALITY REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 QUALITY CONTROL AND CONTROL OF INSTALLATION

- A. Monitor quality control over suppliers, manufacturers, Products, services, site conditions, and workmanship, to produce Work of specified quality.
- B. Comply with manufacturers' instructions, including each step in sequence.
- C. When manufacturers' instructions conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Comply with specified standards as minimum quality for the Work except where more stringent tolerances, codes, or specified requirements indicate higher standards or more precise workmanship.
- E. Perform Work by persons qualified to produce required and specified quality.
- F. Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.
- G. Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.
- H. The General Contractor is responsible for all building and trade permits.

1.3 TOLERANCES

- A. Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

- B. Comply with manufacturers' tolerances. When manufacturers' tolerances conflict with Contract Documents, request clarification from Engineer before proceeding.
- C. Adjust products to appropriate dimensions; position before securing Products in place.

1.4 REFERENCES

- A. For Products or workmanship specified by association, trade, or other consensus standards comply with requirements of standard, except when more rigid requirements are specified or are required by applicable codes.
- B. Obtain copies of standards where required by product specification sections.
- C. When specified reference standards conflict with Contract Documents, request clarification from Engineer before proceeding.
- D. Neither contractual relationships, duties, nor responsibilities of parties in Contract nor those of Engineer shall be altered from Contract Documents by mention or inference otherwise in reference documents.

1.5 TESTING AND INSPECTION SERVICES

- A. Owner will employ and pay for specified services of an independent firm to perform testing and inspection.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

3.1 EXAMINATION

- A. Verify existing site conditions and substrate surfaces are acceptable for subsequent Work. Beginning new Work means acceptance of existing conditions.
- B. Verify existing substrate is capable of structural support or attachment of new Work being applied or attached.
- C. Examine and verify specific conditions described in individual Specification sections.
- D. Verify utility services are available, of correct characteristics, and in correct locations.

3.2 PREPARATION

- A. Clean substrate surfaces prior to applying next material or substance.
- B. Seal cracks or openings of substrate prior to applying next material or substance.

- C. Apply manufacturer required or recommended substrate primer, sealer, or conditioner prior to applying new material or substance in contact or bond.

END OF SECTION

SECTION 01500

TEMPORARY FACILITIES AND CONTROLS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Temporary Utilities:
 - 1. Temporary electricity.
 - 2. Temporary lighting for construction purposes.
 - 3. Temporary heating.
 - 4. Temporary ventilation.
 - 5. Progress cleaning and waste removal.
 - 6. Temporary Enclosures

1.2 TEMPORARY ELECTRICITY – BY GENERAL CONTRACTOR

- A. Provide and pay for power service required from Electric Utility Company as needed for construction operation.

1.3 TEMPORARY LIGHTING FOR CONSTRUCTION PURPOSES – BY GENERAL CONTRACTOR

- A. Provide and maintain lighting for construction operations to achieve minimum lighting level of 2 watts/sq.ft.
- B. Provide branch wiring from power source to distribution boxes with lighting conductors, pigtails, and lamps for specified lighting levels.
- C. Maintain lighting and provide routine repairs.
- D. Permanent building lighting may be utilized during construction.

1.4 TEMPORARY HEATING – BY GENERAL CONTRACTOR

- A. Provide and pay for heating devices and heat as needed to maintain specified conditions for construction operations.
- B. Prior to operation of permanent equipment for temporary heating purposes, verify installation is approved for operation, equipment is lubricated and filters are in place. Provide and pay for operation, maintenance, and regular replacement of filters and worn or consumed parts.
- C. Maintain minimum ambient temperature of 40 degrees F in areas where construction is in progress, unless indicated otherwise in product sections.

1.5 TEMPORARY VENTILATION – BY GENERAL CONTRACTOR

- A. Ventilate enclosed areas to achieve curing of materials, to dissipate humidity, and to prevent accumulation of dust, fumes, vapors, or gases.

1.6 PROGRESS CLEANING AND WASTE REMOVAL – BY GENERAL CONTRACTOR

- A. All Contractors shall comply with specification Section GP40 and shall include the following provisions listed in items B through F.
- B. Maintain areas free of waste materials, debris, and rubbish. Maintain site in clean and orderly condition.
- C. Remove debris and rubbish from pipe chases, plenums, attics, crawl spaces, and other closed or remote spaces, prior to enclosing spaces.
- D. Broom and vacuum clean interior areas prior to start of surface finishing and continue cleaning to eliminate dust.
- E. Collect and remove waste materials, debris, and rubbish from site periodically and dispose off-site.
- F. Open free-fall chutes are not permitted. Terminate closed chutes into appropriate containers with lids.

1.7 TEMPORARY ENCLOSURES- BY GENERAL CONTRACTORS

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 01600
PRODUCT REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

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

1.2 PRODUCTS

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

1.3 PRODUCT DELIVERY REQUIREMENTS

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

1.4 PRODUCT STORAGE AND HANDLING REQUIREMENTS

- A. Store and protect Products in accordance with manufacturers' instructions.
- B. Store with seals and labels intact and legible.
- C. Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to Product.
- D. For exterior storage of fabricated Products, place on sloped supports above ground.

- E. Cover Products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of Products.
- F. Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.
- G. Provide equipment and personnel to store Products by methods to prevent soiling, disfigurement, or damage.
- H. Arrange storage of Products to permit access for inspection. Periodically inspect to verify Products are undamaged and are maintained in acceptable condition.

1.5 PRODUCT OPTIONS

- A. Products Specified by Naming One or More Manufacturers with Provision for Substitutions: Submit request for substitution for any manufacturer not named in accordance with the following article.

1.6 PRODUCT SUBSTITUTION PROCEDURES

- A. Engineer will consider requests for Substitutions after date established in Notice to Proceed.
- B. Substitutions may be considered when a product becomes unavailable through no fault of Contractor.
- C. Document each request with complete data substantiating compliance of proposed Substitution with Contract Documents.
- D. A request constitutes a representation that Contractor:
 - 1. Has investigated proposed Product and determined that it meets or exceeds quality level of specified Product.
 - 2. Will provide same warranty for Substitution as for specified Product.
 - 3. Will coordinate installation and make changes to other Work which may be required for the Work to be complete with no additional cost to Owner.
 - 4. Waives claims for additional costs or time extension which may subsequently become apparent.
 - 5. Will reimburse Owner and Engineer for review or redesign services associated with re-approval by Authorities Having Jurisdiction.
- E. Substitutions will not be considered when they are indicated or implied on Shop Drawing or Product Data submittals, without separate written request, or when acceptance will require revision to Contract Documents.
- F. Substitution Submittal Procedure:
 - 1. Submit three copies of request for Substitution for consideration. Limit each request to one proposed Substitution.
 - 2. Submit Shop Drawings, Product Data, and certified test results attesting to proposed product equivalence. Burden of proof is on proposer.
 - 3. Engineer will notify Contractor in writing of decision to accept or reject request.

PART 2 PRODUCTS
Not Used

PART 3 EXECUTION
Not Used.

END OF SECTION

SECTION 01700
EXECUTION REQUIREMENTS

PART 1 GENERAL

1.1 SECTION INCLUDES

- A. Closeout procedures.
- B. Final cleaning.
- C. Starting of systems.
- D. Demonstration and instructions.
- E. Testing, adjusting and balancing.
- F. Protecting installed construction.
- G. Project record documents.
- H. Operation and maintenance data.
- I. Manual for materials and finishes.
- J. Manual for equipment and systems.
- K. Spare parts and maintenance products.
- L. Product warranties and product bonds.
- M. Maintenance service.

1.2 CLOSEOUT PROCEDURES

- A. Submit written certification that Contract Documents have been reviewed, Work has been inspected, and that Work is complete in accordance with Contract Documents and ready for Engineer's review.
- B. Provide submittals to RPR/Engineer required by authorities having jurisdiction.
- C. Submit final Application for Payment identifying total adjusted Contract Sum, previous payments, and sum remaining due.
- D. Contractors shall also comply with provisions listed in specification section GP50-15.

1.3 FINAL CLEANING

- A. Execute final cleaning prior to final Project assessment.

- B. Clean interior and exterior glass, surfaces exposed to view; remove temporary labels, stains and foreign substances, polish transparent and glossy surfaces.
- C. Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.
- D. Clean debris from roofs, gutters, downspouts, and drainage systems.
- E. Clean site; sweep paved areas, rake clean landscaped surfaces.
- F. Remove waste and surplus materials, rubbish, and construction facilities from site.
- G. Contractor shall also comply with provisions listed in specification section GP40-08.

1.4 STARTING OF SYSTEMS

- A. Coordinate schedule for start-up of various equipment and systems.
- B. Notify Engineer seven (7) days prior to start-up of each item.
- C. Verify each piece of equipment or system has been checked for proper lubrication, drive rotation, belt tension, control sequence, and for conditions which may cause damage.
- D. Verify tests, meter readings, and specified electrical characteristics agree with those required by equipment or system manufacturer.
- E. Verify wiring and support components for equipment are complete and tested.
- F. Execute start-up under supervision of applicable manufacturer's representative in accordance with manufacturers' instructions.
- G. When specified in individual specification Sections, require manufacturer to provide authorized representative to be present at site to inspect, check, and approve equipment or system installation prior to start-up, and to supervise placing equipment or system in operation.
- H. Submit a written report in accordance with Section 01330 that equipment or system has been properly installed and is functioning correctly.

1.5 DEMONSTRATION AND INSTRUCTIONS

- A. Demonstrate operation and maintenance of products to Owner's personnel two weeks prior to date of final inspection.

1.6 PROTECTING INSTALLED CONSTRUCTION

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

- C. Provide protective coverings at walls, projections, jambs, sills, and soffits of openings.
- D. Protect finished floors, stairs, and other surfaces from traffic, dirt, wear, damage, or movement of heavy objects, by protecting with durable sheet materials.
- E. Prohibit traffic or storage upon waterproofed or roofed surfaces. When traffic or activity is necessary, obtain recommendations for protection from waterproofing or roofing material manufacturer.
- F. Prohibit traffic from landscaped areas.

1.7 PROJECT RECORD DOCUMENTS

- A. Maintain on site one set of the following record documents; record actual revisions to the Work:
 - 1. Drawings.
 - 2. Specifications.
 - 3. Addenda.
 - 4. Change Orders and other modifications to the Contract.
 - 5. Reviewed Shop Drawings, Product Data, and Samples.
 - 6. Manufacturer's instruction for assembly, installation, and adjusting.
- B. Ensure entries are complete and accurate, enabling future reference by Owner.
- C. Store record documents separate from documents used for construction.
- D. Record information concurrent with construction progress, not less than weekly.
- E. Specifications: Legibly mark and record at each product section description of actual products installed, including the following:
 - 1. Manufacturer's name and product model and number.
 - 2. Product substitutions or alternates utilized.
 - 3. Changes made by Addenda and modifications.
- F. Record Drawings: Legibly mark each item to record actual construction including:
 - 1. Measured depths of foundations in relation to finish floor datum.
 - 2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements.
 - 3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work.
 - 4. Field changes of dimension and detail.
 - 5. Details not on original Contract Drawings.

1.8 OPERATION AND MAINTENANCE DATA

- A. Submit data bound in 8-1/2 x 11 inch (A4) text pages, three D side ring binders with durable plastic covers.
- B. Prepare binder cover with printed title "OPERATION AND MAINTENANCE INSTRUCTIONS", title of project.

- C. Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.
- D. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.

1.9 MANUAL FOR MATERIALS AND FINISHES

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes fifteen (15) days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form within ten (10) days after final inspection.
- E. Building Products, Applied Materials, and Finishes: Include product data, with catalog number, size, composition, and color and texture designations.
- F. Instructions for Care and Maintenance: Include manufacturer's recommendations for cleaning agents and methods, precautions against detrimental agents and methods, and recommended schedule for cleaning and maintenance.
- G. Moisture Protection and Weather Exposed Products: Include Product Data listing applicable reference standards, chemical composition, and details of installation. Include recommendations for inspections, maintenance, and repair.
- H. Additional Requirements: As specified in individual Product specification sections.
- I. Include listing in Table of Contents for design data, with tabbed flysheet and space for insertion of data.

1.10 MANUAL FOR EQUIPMENT AND SYSTEMS

- A. Submit two copies of preliminary draft or proposed formats and outlines of contents before start of Work. Engineer will review draft and return one copy with comments.
- B. For equipment, or component parts of equipment put into service during construction and operated by Owner, submit documents within ten (10) days after acceptance.
- C. Submit one copy of completed volumes fifteen (15) days prior to final inspection. Draft copy be reviewed and returned after final inspection, with Engineer comments. Revise content of document sets as required prior to final submission.
- D. Submit two sets of revised final volumes in final form within ten (10) days after final inspection.

- E. Each Item of Equipment and Each System: Include description of unit or system, and component parts. Identify function, normal operating characteristics, and limiting conditions. Include performance curves, with engineering data and tests, and complete nomenclature and model number of replaceable parts.
- F. Panelboard Circuit Directories: Provide electrical service characteristics, controls, and communications; typed.
- G. Include color-coded wiring diagrams as installed.
- H. Operating Procedures: Include start-up, break-in, and routine normal operating instructions and sequences. Include regulation, control, stopping, shutdown, and emergency instructions. Include summer, winter, and special operating instructions.
- I. Maintenance Requirements: Include routine procedures and guide for preventative maintenance and trouble shooting; disassembly, repair, and reassembly instructions; and alignment, adjusting, balancing, and checking instructions.
- J. Include servicing and lubrication schedule, and list of lubricants required.
- K. Include manufacturer's printed operation and maintenance instructions.
- L. Include sequence of operation by controls manufacturer.
- M. Include original manufacturer's parts list, illustrations, assembly drawings, and diagrams required for maintenance.
- N. Include control diagrams by controls manufacturer as installed.
- O. Include Contractor's coordination drawings, with color-coded piping diagrams as installed.
- P. Include charts of valve tag numbers, with location and function of each valve, keyed to flow and control diagrams.
- Q. Include list of original manufacturer's spare parts, current prices, and recommended quantities to be maintained in storage.
- R. Include test and balancing reports as specified in Section 01400.
- S. Additional Requirements: As specified in individual product specification sections.
- T. Include listing in Table of Contents for design data, with tabbed dividers and space for insertion of data.

PART 2 PRODUCTS

Not Used.

PART 3 EXECUTION

Not Used.

END OF SECTION

SECTION 014100 - SPECIAL INSPECTION AND TESTING

PART 1 - GENERAL

1.1 GENERAL REQUIREMENTS

- A. Special Inspection and Testing shall be in accordance with Chapter 17 of the 2017 Uniform Code Supplement of New York State (UCNYS) and the 2015 International Building Code.
- B. The program of Special Inspection and Testing is a quality assurance program intended to ensure that the work is performed in accordance with the Contract Documents.
- C. This specification section is intended to inform the Contractor of the Owner's quality assurance program and the extent of the Contractor's responsibilities. This specification section is also intended to notify the Approved Special Inspection Agency, hereinafter referred to as the Special Inspector (SI), and other Agents of the Special Inspector, of their requirements and responsibilities.
- D. The Special Inspector shall be the individual in charge of the Special Inspection and Testing program. The SI shall supervise and review the work of the Inspection and Testing Agents for each inspection or test. As explained in UCNYS Section 1704.2.1, the SI, and all its Agents, shall demonstrate competence to the satisfaction of the Registered Design Professional in Responsible Charge (RDPIRC) and the Building Official (BO) for inspection or testing of the particular type of construction or operation requiring special inspection or testing. Unless otherwise noted or agreed upon by the RDPIRC and the BO, the minimum qualifications are as follows:
 - 1. Concrete Construction (excluding prestressed and/or post-tensioned concrete):
 - a. Inspection: ACI Concrete Construction Special Inspector, ICC Reinforced Concrete Special Inspector, NICET Level II, Engineer-in-Training (EIT) with relevant experience, or Professional Engineer (PE) with relevant experience.
 - b. Field Testing (sampling, slump and temperature testing only): ACI Field Testing Technician – Grade 1, or NICET Level I.
 - c. Field Testing (other than sampling, slump and temperature testing): ACI Field Testing Technician – Grade 1, or NICET Level II.
 - d. Laboratory Testing: ACI Concrete Laboratory Testing Technician – Grade 1, or NICET Level II.

2. Masonry Construction:
 - a. Inspection: ICC Structural Masonry Special Inspector, EIT with relevant experience, or PE with relevant experience.
 - b. Field Testing: ACI Field Testing Technician – Grade 1, or NICET Level II.
 - c. Laboratory Testing: ACI Concrete Laboratory Testing Technician – Grade 1, or NICET Level II.
 3. Structural Steel Construction and Steel Construction other than Structural Steel (as defined by AISC 303-2014):
 - a. Inspection (excluding welded connections): ICC Structural Steel and Bolting Special Inspector, EIT with relevant experience, or PE with relevant experience.
 - b. Inspection of Welded Connections: AWS Certified Welding Inspector, ICC Structural Welding Special Inspector.
 - c. Non-Destructive Testing (NDT) of Welded Connections: ASNT NDT Level II.
 4. Soils:
 - a. Inspection: ICC Soils Special Inspector, EIT with relevant experience, PE with relevant experience.
 - b. Testing (sampling, sieve analysis, unit weight and moisture content tests only): NICET Level I.
 - c. Testing (other than sampling, sieve analysis, unit weight and moisture content testing): NICET Level II.
- E. Frequency of Special Inspection or Testing: The individual special inspections and tests shall be performed either continuously or on a periodic basis, as defined below, in accordance with the Statement of Special Inspection and Testing:
1. Inspection, Continuous: The full-time observation of work requiring special inspection by an approved Special Inspector, or Agent, who is continuously present in the work area where the work is being performed.
 2. Inspection, Periodic: The intermittent observation of work requiring special inspection by an approved Special Inspector, or Agent, who is present in the work area where the work has been or is being performed, and at the completion of the work.

1.2 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Statement of Special Inspections and Testing (attached).
 - 1. The Statement of Special Inspection and Testing was prepared by the Structural Engineer of Record (SER) - the RDPIRC for the structural work scope of this project.

1.3 PAYMENT

- A. The Engineer shall engage and pay for the services of the Special Inspector and all Agents of the Special Inspector, as a Subconsultant of the Engineer.
- B. The Contractor shall be responsible for the cost of any retesting or re-inspection of work that fails to comply with the requirements of the Contract Documents, and any costs related to correcting the deficient work.

1.4 CONTRACTOR'S RESPONSIBILITIES

- A. The Statement of Special Inspection and Testing shall be submitted to the BO with the application for Building Permit.
- B. The Contractor shall cooperate with the Special Inspector, and its Agents, so the special inspections and testing can be performed without hindrance.
- C. The Contractor shall provide adequate OSHA-compliant access for the Special Inspector and its Agents to perform their work. This includes access to pipe scaffolds, swing-stage scaffolds, and any other method of accessing the work areas that the Contractor or its agents use to perform the work of the Contract.
- D. The Contractor shall review the Statement of Special Inspection and Testing and shall be responsible for coordinating and scheduling inspections and tests. The Contractor shall notify the Special Inspector (or Inspection and Testing Agents) at least 24 hours in advance of a required test or inspection. Uninspected work requiring inspection may be rejected solely on that basis.
- E. The Contractor shall provide incidental labor and facilities to:
 - 1. Provide access to the work to be inspected or tested.
 - 2. Obtain and handle samples at the site or at the source of products to be tested.
 - 3. Facilitate tests and inspections.
 - 4. Store and cure test samples.
- F. The Contractor shall keep at the project site, the latest set of construction drawings, field sketches, approved shop drawings, and specifications for use by the Special Inspector and its Agents.

- G. The Special Inspection and Testing program shall in no way relieve the Contractor of his obligation to perform work in accordance with the requirements of the Contract Documents or from implementing an effective Quality Control program. All work subjected to special inspection and testing shall first be reviewed by the Contractor's Quality Control personnel.
- H. The Contractor shall acknowledge each item listed as a discrepancy by the Special Inspection and Testing program in writing to the RDPIRC and Owner. The acknowledgment shall identify whether or not the discrepancy has been corrected, is in compliance with the contract documents, and is ready for re-inspection.
- I. The Contractor shall submit a Statement of Responsibility in accordance with UCNYS Section 1706.1 for the construction of the main lateral force-resisting system.
- J. The Contractor shall ensure all products, materials or assemblies are properly labeled so the Special Inspector or its Agents can easily observe the label to confirm compliance with the approved construction documents.
- K. The Contractor shall be solely responsible for construction site safety.

1.5 LIMITS ON SPECIAL INSPECTOR AND TESTING AGENT AUTHORITY

- A. Neither the Special Inspector nor its Agents may release, revoke, alter, or expand on the requirements of the Contract Documents.
- B. The Special Inspector and its Agents will not have control over the Contractor's means and methods of construction.
- C. Neither the Special Inspector nor its Agents shall be responsible for construction site safety.
- D. Neither the Special Inspector nor its Agents shall have authority to stop the work.

1.6 RESPONSIBILITIES OF SPECIAL INSPECTOR AND INSPECTION AND TESTING AGENTS

- A. The Special Inspector shall submit to the RDPIRC and BO for review and approval a copy of their qualifications and qualifications of all Agents, which shall include the names and qualifications of each of the individual inspectors and technicians who will be performing inspections or tests.
- B. The Special Inspector, and all Agents, shall disclose any past or present business relationship or potential conflict of interest with the Contractor or any of the Subcontractors whose work will be inspected or tested.
- C. The Special Inspector and its Agents shall have adequate equipment to perform the required tasks. The equipment shall be periodically calibrated in accordance with equipment manufacturers' recommendations.
- D. The Special Inspector and its Agents shall notify the Contractor of their presence on the job site at the start of any required inspection or test.

- E. The Special Inspector and its Agents shall notify the Contractor of the results of any inspection or test upon completion of the inspection or testing task, including any discrepancies noted. The Special Inspector shall report any discrepancies from the Contract Documents found during an inspection. If the discrepancies are not corrected during the inspection, the Special Inspector shall notify the RDPIRC and BO prior to the completion of that phase of work. Reports shall document all discrepancies identified and the corrective action taken.
- F. The Special Inspector and its Agents shall prepare detailed reports of each inspection or test and submit the reports within three days of the inspection or test. Reports shall be in electronic format (legible handwritten reports may be submitted if final typed copies are not available) and include:
 - 1. Date of test or inspection.
 - 2. Name of inspector or technician and name of inspection or testing firm representing.
 - 3. Location of specific areas tested or inspected.
 - 4. Description of test or inspection and results.
 - 5. Identification of discrepancies.
 - 6. Indication that contractor was made aware of discrepancies.
 - 7. Whether or not the discrepancies were corrected.
 - 8. Applicable ASTM standard.
 - 9. Weather conditions (temperature, wind speed, humidity, cloud cover, etc.).
 - 10. Signature of inspector, or of the individual overseeing the inspection of testing.
- G. Inspection and testing reports shall be submitted to the RDPIRC and BO, or as agreed upon at the Special Inspection and Testing pre-construction meeting.
- H. A Special Inspection and Testing pre-construction meeting shall be held by the Special Inspector. The meeting shall include any Inspection and Testing Agents, the Contractor, any applicable subcontractors and RDPIRC. The purpose of the meeting shall be to identify the specifics of the Special Inspection and Testing program, including, but not limited to, the following:
 - 1. Identify the Special Inspector and Testing Agents
 - 2. Review this specification section and Statement of Special Inspection and Testing.
 - 3. Determine the distribution list for inspection and testing reports
 - 4. Provide contact information
 - 5. Determine which party shall schedule inspections and testing
- I. The Special Inspector and its Agents shall notify the RDPIRC by telephone or email of any test results which fail to comply with the requirements of the Contract Documents.
- J. At the completion of the work requiring special inspections or testing, each Inspection and Testing Agent, shall provide a statement to the Special Inspector that all work was completed in substantial conformance with the Contract Documents and that all appropriate inspections and tests were performed.

1.7 FINAL REPORT OF SPECIAL INSPECTION AND TESTING

- A. The Final Report of Special Inspection and Testing shall be completed by the Special Inspector and submitted to the RDPIRC and BO prior to the issuance of a Certificate of Use and Occupancy.
- B. The Final Report of Special Inspections and Testing will document that all required inspections have been performed and that all discrepancies have been resolved. Any unresolved discrepancies shall be clearly noted.

1.8 SUBMITTALS BY OWNER TO THE BUILDING OFFICIAL

- A. In addition to the submittal of the special inspection and testing reports in accordance with UCNYS Section 1704.2, reports and certificates shall be submitted by the Owner, or Owner's Authorized Agent, to the Building Official for each of the following:
 - 1. Certificates of Compliance for the fabrication of structural, load-bearing or lateral load-resisting members or assemblies on the premises of a registered and approved fabricator in accordance with UCNYS Section 1704.2.5.1.
 - 2. Certificates of Compliance for the seismic qualification of nonstructural components, supports and attachments in accordance with UCNYS Section 1705.13.2.
 - 3. Certificates of Compliance for designated seismic systems in accordance with UCNYS Section 1705.13.3.
 - 4. Reports of preconstruction tests for shotcrete in accordance with UCNYS Section 1908.5
 - 5. Certificates of Compliance for open-web steel joists and joist girders in accordance with UCNYS Section 2207.5.
 - 6. Reports of material properties verifying compliance with the requirements of AWS D1.4 for weldability as specified in Section 26.5.4 of ACI 318 for reinforcing bars in concrete complying with a standard other than ASTM A706 that are to be welded.
 - 7. Reports of mill tests in accordance with Section 20.2.2.5 of ACI 318 for reinforcing bars complying with ASTM A615 and used to resist earthquake-induced flexural or axial forces in the special moment frame, special structural walls or coupling beams connecting special structural walls of seismic force resisting systems in structures assigned to Seismic Design Category B, C, D, E or F.

PART 2 PRODUCTS (Not used)

PART 3 EXECUTION (Not used)

END OF SECTION 014100



C&S ENGINEERS, INC.
499 COL. EILEEN COLLINS BLVD.
Syracuse, NY 13212

STATEMENT OF SPECIAL INSPECTIONS & TESTS
 As Required by the 2017 Uniform Code of New York State (BCNYS) Supplement and the 2015 International Building Code.

BCNYS § 1704.3 requires that the project Registered Design Professional in responsible charge to complete the Statement of Special Inspections. Completion of this Statement of Special Inspections and submission to the Code Compliance Unit with the Construction Permit Application is a condition for issuance of the Construction Permit.

Project: Orange County Airport

Project #: 104.120.001

Project Title: Snow Removal Equipment Storage Building Project

Project Manager: David Chambers

Architect/Engineer: Jeffrey D. Palin, P.E.

Name of Person Completing this Statement: Michael Barber

Date: November 18, 2019

Comments:

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
A. Special Cases (Add requirements under Part S as necessary)			1705.1.1			Special Inspections and Tests shall be required for proposed work that is, in the opinion of the building official, unusual in its nature.
B. Steel Construction.			1705.2			
1. Structural Steel			1705.2.1			
a. Inspection tasks prior to welding;			1705.2.1			AISC 360 Table N5.4-1
i. Welding procedure specifications (WPSs) available	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
ii. Manufacturer certifications for welding consumables available	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
iii. Material identification (type/grade)		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
iv. Welder identification system		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1 The fabricator or erector, as applicable, shall maintain a system by which a welder who has welded a joint or member can be identified. Stamps, if used, shall be the low-stress type.
v. Fit up of groove welds (including joint geometry)		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
vi. Configuration and finish of access holes		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
vii. Fit-up of fillet welds		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
viii. Check Welding equipment		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-1
b. Inspection Tasks During Welding			1705.2.1			AISC 360 Table N5.4-2
i. Use of qualified welders.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
ii. Control and Handling of welding consumables.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
iii. No welding over cracked tack welds.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
iv. Environmental Conditions		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
v. Verify WPS followed		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
vi. Verify Welding Techniques		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-2
c. Inspection Tasks after Welding			1705.2.1			AISC 360 Table N5.4-3
i. Welds cleaned		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
ii. Size, length, and location of welds	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
iii. Welds meet visual acceptance criteria	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
iv. Arc strikes	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
v. K-area			1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3; When welding of doubler plates, continuity plates or stiffeners has been performed in the k-area, visually inspect the web k-area for cracks within 3 in. (75mm) of the weld.
vi. Backing removed and weld tabs removed (if required)	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
vii. Repair activities	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
viii. Document acceptance or rejection of welded joint or member	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.4-3
d. Inspection Tasks Prior to Bolting			1705.2.1			AISC 360 Table N5.6-1
i. Manufacturer's certification available for fastener materials	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
ii. Fasteners marked in accordance with ASTM requirements		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
iii. Proper fasteners selected for the joint detail (grade, type, bolt length if threads are to be excluded from shear plane)		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
iv. Proper bolting procedure selected for joint detail		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
v. Connecting elements, including the appropriate faying surface condition and hole preparation, if specified, meet applicable requirements.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
vi. Pre-installation verification testing by installation personnel observed and documented for fastener assemblies and methods used.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
vii. Proper storage provided for bolts, nuts, washers and other fastener components.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-1
e. Inspection Tasks During Bolting			1705.2.1			AISC 360 Table N5.6-2
i. Fastener assemblies, of suitable condition, placed in all holes and washers (if required) are positioned as required.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-2
ii. Joint brought to the snug- tight condition prior to the pretensioning operation.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-2
iii. Fastener component not turned by the wrench prevented from rotating.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-2
iv. Fasteners are pretensioned in accordance with the RCSC Specification, progressing systematically from the most rigid point toward the free edges.		X	1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-2
f. Inspection Tasks After Bolting			1705.2.1			AISC 360 Table N5.6-3
i. Document acceptance or rejection of bolted connections.	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N5.6-3
g. Inspection of Steel Elements of Composite Construction Prior to Concrete Placement			1705.2.1			AISC 360 Table N6.1
i. Placement and installation of steel deck.	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N6.1
ii. Placement and installation of steel headed stud anchors.	X		1705.2.1	<input type="checkbox"/>		AISC 360 Table N6.1
iii. Document acceptance or rejection of steel elements	X		1705.2.1	<input checked="" type="checkbox"/>		AISC 360 Table N6.1
2. Cold-Formed Steel Deck			1705.2.2	<input checked="" type="checkbox"/>		
a. Inspection or Execution Tasks prior to Deck Placement			1705.2.2			SDI QA/QC Table 1.1

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
i. Verify compliance of materials (deck and all deck accessories) with construction documents, including profiles, material properties, and base metal thickness.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.1
ii. Document acceptance or rejection of deck and deck accessories.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.1
b. Inspection or Execution Tasks after Deck Placement						SDI QA/QC Table 1.2
i. Verify compliance of deck and all deck accessories installation with construction documents.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.2
ii. Verify deck materials are represented by the mill certifications that comply with the construction documents.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.2
iii. Document acceptance or rejection of installation of deck and deck accessories.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.2
c. Inspection or Execution Tasks Prior to Welding			1705.2.2			SDI QA/QC Table 1.3
i. Welding Procedure Specifications (WPS) available.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.3
ii. Manufacturer certifications for welding consumables available		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.3
iii. Material identification (type/grade).		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.3
iv. Check welding equipment.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.3
d. Inspection or Execution Tasks during Welding			1705.2.2			SDI QA/QC Table 1.4
i. Use of qualified welders.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.4
ii. Control and handling of welding consumables.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.4
iii. Environmental conditions (wind speed, moisture, temperature).		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.4
iv. Verify WPS followed.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.4
e. Inspection or Execution Tasks after Welding			1705.2.2			SDI QA/QC Table 1.5
i. Verify size and location of welds, including support, sidelap, and perimeter welds.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.5
ii. Welds meet visual acceptance criteria.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.5

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
iii. Verify repair activities.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.5
iv. Document acceptance or rejection of welds.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.5
f. Inspection or Execution Tasks prior to Mechanical Fastening			1705.2.2			SDI QA/QC Table 1.6
i. Manufacturer installation instructions available for mechanical fasteners.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.6
ii. Proper tools available for fastener installation.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.6
iii. Proper storage for mechanical fasteners.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.6
g. Inspection or Execution Tasks during Mechanical Fastening			1705.2.2			SDI QA/QC Table 1.7
i. Fasteners are positioned as required.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.7
ii. Fasteners are installed in accordance with manufacturer's instructions.		X	1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.7
h. Inspection or Execution Tasks after Mechanical Fastening			1705.2.2			SDI QA/QC Table 1.8
i. Check spacing, type, and installation of support fasteners.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.8
ii. Check spacing, type, and installation of sidelap fasteners.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.8
iii. Check spacing, type, and installation of perimeter fasteners.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.8
iv. Verify repair activities.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.8
v. Document acceptance or rejection of mechanical fasteners.	X		1705.2.2	<input checked="" type="checkbox"/>		SDI QA/QC Table 1.8
3. Open-Web Steel Joists and Joist Girders			1705.2.3			
a. Installation of open-web steel joists and joist girders			Table 1705.2.3	<input type="checkbox"/>		
i. End connections – welded or bolted.		X	Table 1705.2.3	<input type="checkbox"/>		SJI Specifications listed in Section 2207.1.
ii. Bridging – Horizontal or diagonal.			Table 1705.2.3			
a. Standard bridging.		X	Table 1705.2.3	<input type="checkbox"/>		SJI Specifications listed in Section 2207.1.
b. Bridging that differs from the SJI specifications listed in Section 2207.1		X	Table 1705.2.3	<input type="checkbox"/>		

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
4. Cold-Formed Steel Trusses spanning 60 feet or Greater		X	1705.2.4	<input type="checkbox"/>		The Special Inspector shall verify that the temporary restraint/bracing and the permanent individual truss member restraint/bracing are installed in accordance with the approved truss submittal package.
C. Concrete Construction			1705.3			
1. Inspect reinforcement, including prestressing tendons, and verify placement.		X	Table 1705.3	<input checked="" type="checkbox"/>		ACI 318 Ch. 20, 25.2, 25.3, 26.6.1-26.6.3 IBC 1908.4
2 Reinforcing Bar Welding:			Table 1705.3 1705.3.1			AWS D1.4, ACI 318: 26.6.4
a. Verify weldability of reinforcing bars other than ASTM A706:		X	Table 1705.3	<input type="checkbox"/>	NOT PERMITTED	AWS D1.4 ACI 318: 26.6.4
b. Inspect single pass fillet welds, maximum 5/16"; and		X	Table 1705.3	<input type="checkbox"/>	NOT PERMITTED	AWS D1.4 ACI 318: 26.6.4
c. Inspect all other welds	X		Table 1705.3	<input type="checkbox"/>	NOT PERMITTED	AWS D1.4 ACI 318: 26.6.4
3. Inspect anchors cast in concrete.		X	Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: 17.8.2
4. Inspect anchors post- installed in hardened concrete members.		X	Table 1705.3	<input checked="" type="checkbox"/>		
a. Adhesive anchors installed in horizontally or upwardly inclined orientations to resist sustained tension loads.	X		Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: 17.8.2.4
b. Mechanical anchors and adhesive anchors not defined in item 4a.		X	Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: 17.8.2
5. Verify use of required design mix		X	Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: Ch. 19, 26.4.3, 26.4.4 IBC 1904.1, 1904.2, 1908.2, 1908.3
6. Prior to concrete placement, fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of concrete.	X		Table 1705.3	<input checked="" type="checkbox"/>		ASTM C172, ASTM C31; ACI 318: 26.4, 26.12; IBC 1908.10
7. Inspect concrete and shotcrete placement for proper application techniques.	X		Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: 26.5; IBC 1908.6, 1908.7, 1908.8
8. Verify maintenance of specified curing temperature and techniques.		X	Table 1705.3	<input checked="" type="checkbox"/>		ACI 318: 26.5.3-26.5.5 IBC: 1908.9

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP) ¹	COMMENTARY/NOTES and REFERENCE STANDARDS
9. Inspect Prestressed concrete for:			Table 1705.3	<input type="checkbox"/>		
a. Application of prestressing forces; and	X		Table 1705.3	<input type="checkbox"/>		ACI 318: 26.10
b. Grouting of bonded prestressing tendons	X		Table 1705.3	<input type="checkbox"/>		ACI 318: 26.10
10. Inspect erection of precast concrete members		X	Table 1705.3	<input type="checkbox"/>		ACI 318: Ch. 26.8
11. Verify in-situ concrete strength, prior to stressing tendons in post-tensioned concrete and prior to removal of shores and forms from beams and structural slabs.		X	Table 1705.3	<input type="checkbox"/>		ACI 318: 26.11.2
12. Inspect formwork for shape, location and dimensions of the concrete member being formed.		X	Table 1705.3	<input checked="" type="checkbox"/>		
D. Masonry Construction (Check LA, LB or LC below) <input type="checkbox"/> LA = Level A Quality Assurance <input checked="" type="checkbox"/> LB = Level B Quality Assurance <input type="checkbox"/> LC = Level C Quality Assurance			1705.4			TMS 402/ACI530/ASCE5 TMS 602/ACI530.1/ASCE6
Level A Quality Assurance: Minimum Verification						
A1. Prior to construction, verify certificates of compliance used in masonry construction.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.1
Level B Quality Assurance: Minimum Special Inspections						
B1. Verify Compliance with approved submittals.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2: As masonry construction begins, verify that the following are in compliance:				<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2a: Proportions of site- prepared mortar.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2b: Construction of Mortar Joints.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2c: Grade and size of prestressing tendons and anchorage.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2

INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP)¹	COMMENTARY/NOTES and REFERENCE STANDARDS
B2d: Location of reinforcement, connectors, and prestressing tendons and anchorage.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B2e: Prestressing technique.		X		<input type="checkbox"/>	Not Applicable	TMS 402/ACI530/ASCE5 Table 3.1.2
B2f: Properties of thin bed mortar for AAC masonry.	X	X		<input type="checkbox"/>	Not Applicable	TMS 402/ACI530/ASCE5 Table 3.1.2 Continuous inspection required for the first 5000sf of AAC Masonry, Periodic inspection is required after the first 5000sf of AAC masonry.
B3. Prior to grouting, verify that the following are in compliance:		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B3a: Grout space.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B3b: Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorage.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B3c: Placement of reinforcement, connectors, and prestressing tendons and anchorage.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B3d: Proportions of site-prepared grout for bonded tendons.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B3e: Construction of mortar joints.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4: Verify during construction:		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4a: Size and location of structural elements.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4b: Type, size and location of anchors, including other details of anchorage of masonry to structural members, frames, or other construction.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B4c: Welding of reinforcement.	X			<input type="checkbox"/>	Not Permitted.	TMS 402/ACI530/ASCE5 Table 3.1.2
B4d: Preparation, construction, and protection of masonry during cold weather (temperature below 40dF) or hot weather (temperature above 90dF)		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2

B4e: Application and measurement of prestressing force.	X			<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP)¹	COMMENTARY/NOTES and REFERENCE STANDARDS
B4f: Placement of grout and prestressing grout for bonded tendons is in compliance.	X			<input type="checkbox"/>	Not Applicable	TMS 402/ACI530/ASCE5 Table 3.1.2
B4g: Placement of AAC masonry units and construction of thin-bed mortar joints.	X	X		<input type="checkbox"/>	Not Applicable	TMS 402/ACI530/ASCE5 Table 3.1.2 Continuous inspection required for the first 5000sf of AAC Masonry, Periodic inspection is required after the first 5000sf of AAC masonry.
B5: Observe preparation of grout specimens, mortar specimens, and/or prisms.		X		<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
Minimum Tests						
B6: Verification of Slump flow and Visual Stability Index (VSI) as delivered to the project site in accordance with Specification Article 1.5B1.b.3 for self-consolidating grout.				<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
B7: Verification of f'm and f'aac in accordance with Specification Article 1.4B prior to construction, except where specifically exempted by this Code.				<input checked="" type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.2
Level C Quality Assurance: Minimum Special Inspections						
C1. Verify compliance with the approved submittals.		X		<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2. Verify that the following are in compliance:				<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2a. Proportions of site mixed mortar, grout and prestressing grout for bonded tendons.		X		<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2b. Grade, type, and size of reinforcement and anchor bolts, and prestressing tendons and anchorages.		X		<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2c. Placement of masonry units and construction of mortar joints.		X		<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2d. Placement of reinforcement, connectors, and prestressing tendons and anchorages.	X			<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3

C2e. Grout spacing prior to grouting.	X			<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2f. Placement of grout and prestressing grout for bonded tendons.	X			<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP)¹	COMMENTARY/NOTES and REFERENCE STANDARDS
C2g. Size and location of structural elements.		X		<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2h. Type, size, and location of anchors including other details of anchorage of masonry to structural members, frames, or other construction.	X			<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2i. Welding of reinforcement.	X			<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2j. Preparation, construction, and protection of masonry during cold weather (temperature below 40dF) or hot weather (temperature above 90dF).		X		<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2k. Application and measurement of prestressing force.	X			<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2l. Placement of AAC masonry units and construction of thin-bed mortar joints.	X			<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C2m. Properties of thin-bed mortar for AAC masonry.	X			<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
C3. Observe preparation of grout specimens, mortar specimens, and/or prisms.	X			<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
Minimum Tests						
D1. Verification of f'm and f'AAC in accordance with Specification Article 1.4B prior to construction and for every 5,000sf during construction.				<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
D2. Verification of proportions of materials in premixed or preblended mortar, prestressing grout, and grout other than self-consolidating grout, as delivered to the project site.				<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3
D3. Verification of Slump flow and Visual Stability Index (VSI) as delivered to the project site in accordance with Specification Article				<input type="checkbox"/>		TMS 402/ACI530/ASCE5 Table 3.1.3

1.5B.1.b.3 for self-consolidating grout.						
E. Wood Construction			1705.5			
1. High Load Diaphragms		X	1705.5.1	<input type="checkbox"/>		
2. Metal Plate Connected Wood Trusses spanning 60 feet or Greater		X	1705.5.2	<input type="checkbox"/>		
F. Soils			1705.6			
INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP)¹	COMMENTARY/NOTES and REFERENCE STANDARDS
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity.		X	Table 1705.6	<input checked="" type="checkbox"/>		
2. Verify excavations are extended to a proper depth and have reached proper material.		X	Table 1705.6	<input checked="" type="checkbox"/>		
3. Perform classification and testing of compacted fill materials.		X	Table 1705.6	<input checked="" type="checkbox"/>		
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill.	X		Table 1705.6	<input checked="" type="checkbox"/>		
5. Prior to placement of compacted fill, inspect subgrade and verify that site has been prepared properly.		X	Table 1705.6	<input checked="" type="checkbox"/>		
G. Driven Deep Foundations			1705.7			
1. Verify element materials, sizes and lengths, comply with the requirements.	X		Table 1705.7	<input type="checkbox"/>		
2. Determine capacities of test elements and conduct additional load tests, as required.	X		Table 1705.7	<input type="checkbox"/>		
3. Inspect driving operations and maintain complete and accurate records for each elements.	X		Table 1705.7	<input type="checkbox"/>		
4. Verify placement locations and plumbness, confirm type and size of hammer, record number of blows per foot of penetration, determine required penetrations to achieve design capacity, record tip and butt elevations and document any damage to foundation element.	X		Table 1705.7	<input type="checkbox"/>		

5. For steel elements, perform additional special inspections in accordance with Section 1705.2.	-	-	Table 1705.7	<input type="checkbox"/>		
6. For concrete elements and concrete-filled elements, perform tests and additional special inspections in accordance with Section 1705.3.	-	-	Table 1705.7	<input type="checkbox"/>		
INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP)¹	COMMENTARY/NOTES and REFERENCE STANDARDS
7. For specialty elements, perform additional inspections as determined by the registered design professional in responsible charge.	-	-	Table 1705.7	<input type="checkbox"/>		
H. Cast-in-place Deep Foundations			1705.8			
1. Inspect drilling operations and maintain complete and accurate records for each element.	X		Table 1705.8	<input type="checkbox"/>		
2. Verify placement locations and plumbness, confirm element diameters, bell diameters (if applicable), lengths, embedment into bedrock (if applicable) and adequate end-bearing strata capacity. Record concrete or grout volumes.	X		Table 1705.8	<input type="checkbox"/>		
3. For concrete elements, perform tests and additional special inspections in accordance with Section 1705.3.	-	-	Table 1705.8	<input type="checkbox"/>		
I. Helical Pile Foundations	X		1705.9			
J. Fabricated Items			1705.10 1704.2.5			Where fabrication of structural, load-bearing, or lateral load resisting members or assemblies is being conducted on the premises of a fabricators shop
1. Structural Steel		X		<input checked="" type="checkbox"/>		
2. Steel Joists		X		<input type="checkbox"/>		
3. Precast Concrete		X		<input type="checkbox"/>		
4. Wood Construction		X		<input type="checkbox"/>		
K. Special Inspections for Wind Resistance			1705.11			RDP to identify the main windforce-resisting systems and wind-resisting components that

						are subject to special inspection per BCNYS Section 1704.3.3.
1. Structural Wood	X	X	1705.11.1	<input type="checkbox"/>		
2. Cold Formed steel light framed Construction		X	1705.11.2	<input type="checkbox"/>		
3. Wind-resisting Components		X	1705.11.3	<input type="checkbox"/>		
L. Special Inspections for Seismic Resistance			1705.12			RDP to identify the designated seismic systems and seismic force-resisting systems that are subject to special inspection per BCNYS Section 1704.3.2.
INSPECTIONS AND TESTS (Continuous & Periodic is as defined by the BCNYS)	CONTINUOUS	PERIODIC	BCNYS REFERENCE	CHECK IF REQUIRED	SPECIFICATION REFERENCE AND CLARIFYING NOTES (by RDP)¹	COMMENTARY/NOTES and REFERENCE STANDARDS
1. Structural Steel		X	1705.12.1	<input type="checkbox"/>		AISC 341 Section J
2. Structural Wood	X	X	1705.12.2	<input type="checkbox"/>		
3. Cold Formed steel light framed Construction		X	1705.12.3	<input type="checkbox"/>		
4. Designated seismic systems	X	X	1705.12.4	<input type="checkbox"/>		ASCE 7 Section 13.2.2
5. Architectural Components		X	1705.12.5	<input type="checkbox"/>		
6. Plumbing, Mechanical, and Electrical Components		X	1705.12.6	<input type="checkbox"/>		
7. Storage Racks		X	1705.12.7	<input type="checkbox"/>		
8. Seismic Isolation Systems		X	1705.12.8	<input type="checkbox"/>		
9. Cold Formed steel special bolted moment frames		X	1705.12.9	<input type="checkbox"/>		
M. Testing for Seismic Resistance			1705.13			
1. Structural Steel		X	1705.13.1	<input type="checkbox"/>		
2. Nonstructural Components		X	1705.13.2	<input type="checkbox"/>		
3. Designated Seismic Systems		X	1705.13.3	<input type="checkbox"/>		
4. Seismic Isolation Systems		X	1705.13.4	<input type="checkbox"/>		
N. Sprayed Fire-Resistant Materials			1705.14			
1. Physical and visual tests		X	1705.14.1	<input type="checkbox"/>		
2. Structural Member Surface Conditions		X	1705.14.2	<input type="checkbox"/>		
3. Application		X	1705.14.3	<input type="checkbox"/>		
4. Thickness		X	1705.14.4	<input type="checkbox"/>		
5. Density		X	1705.14.5	<input type="checkbox"/>		
6. Bond Strength		X	1705.14.6	<input type="checkbox"/>		
O. Mastic and Intumescent Fire-Resistant Coatings		X	1705.15	<input type="checkbox"/>		
P. Exterior Insulation and Finish Systems (EIFS)			1705.16			

1. Exterior Insulation and Finish Systems (EIFS)		X	1705.16	<input type="checkbox"/>		
2. Water Resistive Barrier Coating		X	1705.16.1	<input type="checkbox"/>		
Q. Fire-Resistant Penetrations and Joints			1705.17			
1. Penetration Firestops		X	1705.17.1	<input type="checkbox"/>		
2. Fire-resistant joint systems		X	1705.17.2	<input type="checkbox"/>		
R. Testing for Smoke Control			1705.18			
1. Testing Scope		X	1705.18.1	<input type="checkbox"/>		
2. Qualifications		X	1705.18.2	<input type="checkbox"/>		
S. Additional Special Inspections/Tests			The registered design professional of record shall identify if additional tests and inspections defined by BC Section 1705.1.1 are required and provide specific requirements below.			
1.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
2.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
3.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
4.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
5.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
6.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
7.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
8.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
9.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		
10.	<input type="checkbox"/>	<input type="checkbox"/>		<input type="checkbox"/>		

NOTES:

1. RDP to provide reference specification section detailing the requirements for inspections and/or tests and other clarifying notes, as necessary.
2. Commentary/Notes are provided for information only and are not intended to provide complete details of the required tests and inspections. Refer to the Building Code of New York State for complete and detailed requirements.

Item C-102 Temporary Air and Water Pollution, Soil Erosion, and Siltation Control

DESCRIPTION

102-1. This item shall consist of temporary control measures as shown on the plans or as ordered by the Resident Project Representative (RPR) during the life of a contract to control pollution of air and water, soil erosion, and siltation through the use of silt fences, berms, dikes, dams, sediment basins, fiber mats, gravel, mulches, grasses, slope drains, and other erosion control devices or methods.

Temporary erosion control shall be in accordance with the approved erosion control plan; the approved Construction Safety and Phasing Plan (CSPP) and AC 150/5370-2, *Operational Safety on Airports During Construction*. The temporary erosion control measures contained herein shall be coordinated with the permanent erosion control measures specified as part of this contract to the extent practical to assure economical, effective, and continuous erosion control throughout the construction period.

Temporary control may include work outside the construction limits such as borrow pit operations, equipment and material storage sites, waste areas, and temporary plant sites.

Temporary control measures shall be designed, installed and maintained to minimize the creation of wildlife attractants that have the potential to attract hazardous wildlife on or near public-use airports.

MATERIALS

102-2.1 Grass. Grass that will not compete with the grasses sown later for permanent cover per Item T-901 shall be a quick-growing species (such as ryegrass, Italian ryegrass, or cereal grasses) suitable to the area providing a temporary cover. Selected grass species shall not create a wildlife attractant.

102-2.2 Mulches. Mulches may be hay, straw, fiber mats, netting, bark, wood chips, or other suitable material reasonably clean and free of noxious weeds and deleterious materials per Item T-908. Mulches shall not create a wildlife attractant.

102-2.3 Fertilizer. Fertilizer shall be a standard commercial grade and shall conform to all federal and state regulations and to the standards of the Association of Official Agricultural Chemists.

102-2.4 Slope drains. Slope drains may be constructed of pipe, fiber mats, rubble, concrete, asphalt, or other materials that will adequately control erosion.

102-2.5 Silt fence. Silt fence shall consist of polymeric filaments which are formed into a stable network such that filaments retain their relative positions. Synthetic filter fabric shall contain ultraviolet ray inhibitors and stabilizers to provide a minimum of six months of expected usable construction life. Silt fence shall meet the requirements of ASTM D6461.

102-2.6 Other. All other materials shall meet commercial grade standards and shall be approved by the RPR before being incorporated into the project.

CONSTRUCTION REQUIREMENTS

102-3.1 General. In the event of conflict between these requirements and pollution control laws, rules, or regulations of other federal, state, or local agencies, the more restrictive laws, rules, or regulations shall apply.

The RPR shall be responsible for assuring compliance to the extent that construction practices, construction operations, and construction work are involved.

102-3.2 Schedule. Prior to the start of construction, the Contractor shall submit schedules in accordance with the approved Construction Safety and Phasing Plan (CSPP) and the plans for accomplishment of temporary and permanent erosion control work for clearing and grubbing; grading; construction; paving; and structures at watercourses. The Contractor shall also submit a proposed method of erosion and dust control on haul roads and borrow pits and a plan for disposal of waste materials. Work shall not be started until the erosion control schedules and methods of operation for the applicable construction have been accepted by the RPR.

102-3.3 Construction details. The Contractor will be required to incorporate all permanent erosion control features into the project at the earliest practicable time as outlined in the plans and approved CSPP. Except where future construction operations will damage slopes, the Contractor shall perform the permanent seeding and mulching and other specified slope protection work in stages, as soon as substantial areas of exposed slopes can be made available. Temporary erosion and pollution control measures will be used to correct conditions that develop during construction that were not foreseen during the design stage; that are needed prior to installation of permanent control features; or that are needed temporarily to control erosion that develops during normal construction practices, but are not associated with permanent control features on the project.

Where erosion may be a problem, schedule and perform clearing and grubbing operations so that grading operations and permanent erosion control features can follow immediately if project conditions permit. Temporary erosion control measures are required if permanent measures cannot immediately follow grading operations. The RPR shall limit the area of clearing and grubbing, excavation, borrow, and embankment operations in progress, commensurate with the Contractor's capability and progress in keeping the finish grading, mulching, seeding, and other such permanent control measures current with the accepted schedule. If seasonal limitations make such coordination unrealistic, temporary erosion control measures shall be taken immediately to the extent feasible and justified as directed by the RPR.

The Contractor shall provide immediate permanent or temporary pollution control measures to minimize contamination of adjacent streams or other watercourses, lakes, ponds, or other areas of water impoundment as directed by the RPR. If temporary erosion and pollution control measures are required due to the Contractor's negligence, carelessness, or failure to install permanent controls as a part of the work as scheduled or directed by the RPR, the work shall be performed by the Contractor and the cost shall be incidental to this item.

The RPR may increase or decrease the area of erodible earth material that can be exposed at any time based on an analysis of project conditions.

The erosion control features installed by the Contractor shall be maintained by the Contractor during the construction period.

Provide temporary structures whenever construction equipment must cross watercourses at frequent intervals. Pollutants such as fuels, lubricants, bitumen, raw sewage, wash water from concrete mixing operations, and other harmful materials shall not be discharged into any waterways, impoundments or into natural or manmade channels.

102-3.4 Installation, maintenance and removal of silt fence. Silt fences shall extend a minimum of 16 inches (41 cm) and a maximum of 34 inches (86 cm) above the ground surface. Posts shall be set no more than 10 feet (3 m) on center. Filter fabric shall be cut from a continuous roll to the length required minimizing joints where possible. When joints are necessary, the fabric shall be spliced at a support post with a minimum 12-inch (300-mm) overlap and securely sealed. A trench shall be excavated approximately 4 inches (100 mm) deep by 4 inches (100 mm) wide on the upslope side of the silt fence. The trench shall be backfilled and the soil compacted over the silt fence fabric. The Contractor shall

remove and dispose of silt that accumulates during construction and prior to establishment of permanent erosion control. The fence shall be maintained in good working condition until permanent erosion control is established. Silt fence shall be removed upon approval of the RPR.

METHOD OF MEASUREMENT

102-4.1 No separate measurement for payment will be made for Temporary Air and Water Pollution, Soil Erosion, and Siltation Control. All costs associated with this work shall be considered incidental to the General Construction Contract. Control work performed for protection of construction areas outside the construction limits, such as borrow and waste areas, haul roads, equipment and material storage sites, and temporary plant sites, along with temporary seeding, temporary mulching and fertilizing will also not be measured and paid for directly but shall be considered as a subsidiary obligation of the Contractor.

BASIS OF PAYMENT

102-5.1 Accepted quantities of temporary water pollution, soil erosion, and siltation control work ordered by the RPR will not be paid separately. This work shall be considered incidental to the General Construction Contract lump sum item.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Advisory Circulars (AC)

AC 150/5200-33 *Hazardous Wildlife Attractants on or Near Airports*

AC 150/5370-2 *Operational Safety on Airports During Construction*

ASTM International (ASTM)

ASTM D6461 *Standard Specification for Silt Fence Materials*

United States Department of Agriculture (USDA)

FAA/USDA Wildlife Hazard Management at Airports, A Manual for Airport Personnel

END OF ITEM C-102

Item C-105 Mobilization

105-1 Description. This item of work shall consist of, but is not limited to, work and operations necessary for the movement of personnel, equipment, material and supplies to and from the project site for work on the project except as provided in the contract as separate pay items.

The Contractor shall construct a staging area at the location shown on the plans. The staging area shall be constructed prior to the start of construction and will not be included in the Time for Completion. Job trailers may be brought into the staging area prior to its completion, however the staging area shall be completed prior to the start of construction. Upon completion of contract work, the Contractor shall remove all foreign materials, remove any material which has been contaminated with other materials, correct any grade deficiencies, and re-compact the area to specified density. In addition, the Contractor shall construct a stabilized access road from the existing paved access road to the staging area. The width and location shall be as depicted on the project plans and details, and shall provide the most efficient access to and use of the staging area. The access road location shall be approved by the Owner and RPR.

105-2 Mobilization limit. Section Not Used.

105-3 Posted notices. Prior to commencement of construction activities, the Contractor must post the following documents in a prominent and accessible place where they may be easily viewed by all employees of the prime Contractor and by all employees of subcontractors engaged by the prime Contractor: Equal Employment Opportunity (EEO) Poster “Equal Employment Opportunity is the Law” in accordance with the Office of Federal Contract Compliance Programs Executive Order 11246, as amended; Davis Bacon Wage Poster (WH 1321) - DOL “Notice to All Employees” Poster; and Applicable Davis-Bacon Wage Rate Determination. These notices must remain posted until final acceptance of the work by the Owner.

105-4 Engineer/RPR field office and equipment. Section Not Used. No Engineer/RPR field office is required for this project.

METHOD OF MEASUREMENT

105-5.1 No separate measurement for payment of mobilization will be made. Mobilization will be considered incidental to the lump sum items for bid in this Contract. However, the Contractor shall be required to furnish a lump sum amount for Mobilization in the Schedule of Values following award of the Contract.

BASIS OF PAYMENT

105-6.1 No separate payment for mobilization will be made. All costs associated with this work shall be considered incidental to other lump sum items in the Contract.

REFERENCES

The publications listed below form a part of this specification to the extent referenced. The publications are referred to within the text by the basic designation only.

Office of Federal Contract Compliance Programs (OFCCP)

Executive Order 11246, as amended
EEOC-P/E-1 – Equal Employment Opportunity is the Law Poster
United States Department of Labor, Wage and Hour Division (WHD)
WH 1321 – Employee Rights under the Davis-Bacon Act Poster

END OF ITEM C-105

Item C-106 Safety, Security and Maintenance of Traffic

DESCRIPTION

106-1.1 General. This work shall consist of maintaining aircraft and vehicular traffic and protecting the public from damage to person and property within the limits of and for the duration of the Contract, and as specified in the Construction Safety and Phasing Plan, Appendix A to Section 70.

Contractor is responsible for maintenance and repair of these items, regardless of cause of damage, until the project is accepted.

The following items are specifically included without limiting the generality implied by these Specifications and the Contract Drawings. Contractor is responsible for maintenance and repair of these items, regardless of cause of damage, until the project is accepted.

- Restoration of all surfaces disturbed as a result of the Contractor's Operations which are not otherwise paid for.
- Maintenance and repair of existing access roads, including dust control measures.
- Installation, maintenance, repair and removal of temporary barricades, traffic cones, barricade lights, barricade flags, warning signs and hazard markings.-
- Cleaning and maintenance of all paved areas.
- Coordination of NOTAM issuance and cancellation with the Airport Owner , FAA and RPR.
- Providing vacuum sweepers and cleaning all pavement crossings.
- Disconnection of lighting circuits in the electrical building.
- Covering of guidance signs.

METHOD OF MEASUREMENT

106-2.1 No separate measurement for payment of safety, security and maintenance of traffic will be made. This work shall be considered incidental to other lump sum items in the Contract.

BASIS OF PAYMENT

106-3.1 No separate payment will be made for safety, security and maintenance of traffic. All costs associated with furnishing all materials, labor and equipment required to complete this item shall be considered incidental to other lump sum items in the Contract.

END OF ITEM C-106

Item M-150 Project Survey and Stakeout

DESCRIPTION

150-1.1 Project survey and stakeout shall be completed in accordance with this specification. The Contractor shall do all necessary surveying required to construct all elements of the Project. Project survey and stakeout shall be performed by competently qualified personnel acceptable to the Engineer. The survey and stakeout shall be progressed in advance of construction operations such that the layout does not impede the construction schedule. All survey work shall be provided under the direction of a Licensed Surveyor licensed in the State of New York.

EQUIPMENT & MATERIALS

150-2.1 General. All instruments, equipment, stakes and any other material necessary to perform the work satisfactorily shall be provided by the Contractor. It shall be the Contractor's responsibility to maintain these stakes in their proper position and location at all times.

150-2.2 Equipment.

1. Surveying Equipment. Upon request, the Contractor shall make available to the RPR, a rod, level, and tripod. The rod shall be telescoping rod, 15 feet in length with hundredth of a foot graduations. The level shall be self-leveling and have documentation demonstrating it has been calibrated within twelve months of the project's commencement.
2. GPS Inspection Units.
 - a. GPS units provided for a single contract shall be of the same model and manufacturer; and shall include, and be licensed to operate, the same versions of GPS planning software, data collection software, navigation software, stakeout software and post processing software. All software provided (including firmware) shall be the most current available from the manufacturer at the time of delivery of the GPS units. GPS inspection units should be of the same manufacturer as those used by the Contractor. GPS units shall not be more than 2 years old from the date of manufacturing to the time of delivery. To verify the age of the GPS units, the Contractor shall provide a dated copy of the manufacturer's receipt(s) for the purchase, lease or rental of the units.
 - b. GPS units shall include both standard USB cable and Bluetooth wireless technology for data transfer.
 - c. Data shall be capable of being copied onto or from a removable industry standard data storage card (e.g.: secure digital SD Card). Each GPS Unit shall include 2 data storage cards, each with a minimum capacity of 4 GB each.
 - d. GPS units shall include the ability to import/export and display point and alignment data which is in XML format, and also import graphics files which are in DGN or DXF format.
 - e. GPS units shall have an internal, or modular, rechargeable battery system capable of operating a minimum of 8 hours (may include interchangeable batteries), and shall include a battery charger.
 - f. GPS units shall include a hard or soft shell carry case, and all appropriate operation manuals.
3. Survey Grade GPS Inspection Units. Section Not Used.

150-2.3 Materials. Stakes used for construction layout shall be sound hardwood stakes having minimum dimensions of 1 inch by 1 inch by 4 feet in length.

CONSTRUCTION METHODS

150-3.1 General. This work shall consist of providing all necessary survey work to establish, spatially position, and verify the locations of existing and proposed features and measure quantities of items in accordance with the contract documents or as directed by the RPR. This work includes but is not limited to the establishment, reestablishment or localization of primary and secondary control, the stakeout or layout of proposed features, the initialization, calibration and navigation of automated equipment operations, the location or verification of existing or of constructed features, the verification of geospatial data for proposed construction work and the coordination and sharing of survey data with the RPR.

The Contractor shall be responsible for trimming trees, brush and other objects from survey lines in advance of all survey work to permit accurate and unimpeded work by the survey crews.

150-3.2 Layout and stakeout. The exact position of all work shall be established from control points, baseline points or other points of similar nature which are shown on the Contract Drawings. Any error, apparent discrepancy or absence in or of data shown or required for accurately accomplishing the stakeout survey shall be referred to the Engineer for interpretation or furnishing when such is observed or required. Stakes shall be clearly and legibly marked based on computations and measurements made by the Contractor. Markings shall include centerline station, offset and cut or fill marks. If markings become faded or blurred, they shall be restored by the Contractor, if requested by the Engineer. Contractor shall locate and place all cut, fill, slope, fine grade or other stakes and points for the proper progress of the work. All control points shall be properly guarded and flagged for easy identification. Reference points, baselines, stakes and benchmarks for borrow pits shall be established by the Contractor. Permanent survey marker locations shall be established and referenced by the Contractor.

The Contractor shall be responsible for the accuracy of his work and shall maintain all reference points, stakes, etc., throughout the life of the Contract. Damaged or destroyed points, benchmarks or stakes, or any reference points made inaccessible by the progress of the construction, shall be replaced or transferred by the Contractor. Any of the above points which may be destroyed or damaged shall be transferred by the Contractor before they are damaged or destroyed. All control points shall be referenced by ties to acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the Engineer immediately. All stakeout survey work shall be referenced to the centerlines shown on the Contract Drawings indicating station and offset. All computations necessary to establish the exact position of the work from control points shall be made by the Contractor. All computations, survey notes and other records necessary to accomplish the work shall be neatly made, and shall be made available to the Engineer upon request.

The Engineer may check all or any portion of the stakeout survey work or notes made by the Contractor. Any necessary correction to the work shall be made immediately by the Contractor. Such checking by the Engineer shall not relieve the Contractor of any responsibilities for the accuracy or completeness of his work.

Upon completion of all grading and paving work, the Contractor shall re-establish baseline points, control points, and centerline points at 100 foot stations. The baseline points, control points, and centerline points to be established shall be the same as those used to develop design quantities.

Existing property corners, markers, stakes, iron pins, and survey monuments defining property lines which have a high probability of being disturbed during construction shall be properly tied into fixed reference points before being disturbed and accurately reset in their proper position upon completion of the work.

150-3.3 Verification of Existing Grades. This project was developed using a 3D CADD program. The 3D CADD program created 3D surface files of the existing surfaces, finished surfaces and other various surfaces required to complete the design.

Some volumetric quantities were calculated by comparing surface files of the applicable design surfaces and generating Triangle Volume Reports.

Existing grades on the surface files, where they do not match the locations of actual spot elevations shown on the topographic map, were developed by computer interpolation from those spot elevations. Prior to disturbing original grade, a Licensed Surveyor shall verify the accuracy of the existing ground surface by verifying spot elevations at the same locations where original field survey data was obtained as indicated on the topographic map. For this purpose, the RPR will provide the Contractor with a 3D CADD file of the topographic survey. Surveyor shall recognize that, due to the interpolation process, the actual ground surface at any particular location may differ somewhat from the interpolated surface shown on the design cross sections or obtained from the surface files. Surveyor's verification of original ground surface, however, shall be limited to verification of spot elevations as indicated herein, and no adjustments will be made to the original ground surface unless the Surveyor demonstrates that spot elevations shown are incorrect. For this purpose, spot elevations which are within 0.1 foot of the stated elevations for ground surfaces, or within 0.02 foot for hard surfaces (pavements, buildings, foundations, structures, etc.) shall be considered "no change". Only deviations in excess of these will be considered for adjustment of the original ground surface. If Surveyor's verification identifies discrepancies in the topographic map, Contractor shall notify RPR in writing at least two weeks before disturbance of existing grade to allow sufficient time to verify the submitted information and make adjustments to the design cross sections or surface files. Disturbance of existing grade in any area shall constitute acceptance by the Contractor of the accuracy of the original elevations shown on the topographic map for that area.

The Contractor's survey shall not exceed the following:

- Error of horizontal closure in feet shall not exceed 1 foot/5,000 feet
- Error of vertical closure in feet shall not exceed $(0.05 \text{ feet}) * (\text{bench run length in miles})^{1/2}$

A point data file of the Contractor's verification of original ground surface shall be provided in electronic format along with a printed hard copy. The point data shall be supplied in one ASCII file containing point number, northing, easting, elevation and descriptor. The data shall be left justified columns separated by commas with decimal points, but no slashes, colons and/or other separators.

150-3.3 Traditional Survey Stakeout. The Contractor shall field locate all features to be constructed from survey control points which are identified on the Plans. Any error, apparent discrepancy or absence in the data shown or required to appropriately accomplish the stakeout survey shall be referred to the RPR immediately for interpretation when such is observed or required.

The Contractor shall place two offset stakes or references points along the center line at maximum intervals of 50 feet and at such intermediate locations as required to determine location and direction. From computations and measurements made by the Contractor, these stakes shall be clearly and legibly marked with the center line station number, offset and cut or fill from which the establishment of the centerline location and elevation can be determined. If markings become illegible for any reason the markings shall be restored by the Contractor. The Contractor shall locate and place all cut, fill, slope, fine

grade, or other stakes and points for the proper progress of the work with a maximum station spacing of 50 feet. All control points shall be properly protected and flagged for easy identification.

The Contractor shall be responsible for the accuracy of the work and shall maintain all applicable reference points, stakes, etc. Damaged or destroyed reference points or bench marks made inaccessible by the progress of the construction shall be replaced or transferred by the Contractor. All control points shall be referenced by ties (4 minimum) to specific points on acceptable objects and recorded. Any alterations or revisions in the ties shall be so noted and the information furnished to the RPR. All stakeout survey work related to control shall be referenced to the control line shown in the contract documents. Computations and survey notes necessary to establish the position of the work from control points, shall be made and maintained in a neat, legible and acceptable format by the Contractor. Computations, survey notes and other survey information shall be made available to the RPR within 3 work days from the request. The RPR may check all or any portion of the stakeout survey work or notes made by the Contractor. Such checking by the RPR shall not relieve the Contractor of any responsibilities for the accuracy or completeness of the work.

150-3.4 Automated Stakeout and Automated Machine Guidance Operations. Should the Contractor choose automated methods for the establishment, layout, measurement, equipment guidance or verification of work to be constructed, they shall submit their proposed automated methods including quality control measures as part of their contract control plan for acceptance by the RPR. AMG shall be in accordance with Item P-670, Automated Machine Guidance. When utilizing these methods, all horizontal and vertical survey control, roadway alignment control and existing terrain data shall be shared/exchanged electronically and kept current between the Contractor and the RPR. All original version files of electronic contract data shall be maintained and stored by the RPR.

Prior to beginning field operations, the Contractor and RPR shall mutually determine acceptable uses of and procedures for the technology being used, and how data can be exchanged for use in stakeout, automated machine operations, positional verification, quantity measurements and calculations. All record copies of survey and stakeout data shall be stored and shared in RPR accepted standard formats, and shall be derived primarily from the original electronic data, when provided by the RPR.

Automated survey operations have a high reliance on accurate control networks from which to make measurements, establish positions, and verify geospatial locations of features. Therefore, a strong contract control network in the field which is consistent with the project control used during the design of the contract is essential to the successful use of these technologies with the proposed digital terrain model and alignments. Consistent and well-designed site calibration (localization) for all automated machine guidance, is required to ensure the quality of the contract deliverables. The Contractor shall document which local horizontal and vertical control will be used for calibration during construction operations and how that calibration or adjustment will be maintained along the entire contract length. Continued incorporation of CORS Network is essential to maintaining the integrity of positional locations and elevations of features.

The RPR may perform quality assurance verifications of feature positions at any time during the contract. Dimensional tolerances shall hold a higher order of precedence than positional tolerances, but both may require verification. Quality assurance activities by the RPR will not relieve the Contractor of any responsibilities for the quality control of the accuracy or completeness of the work.

150-3.5 GPS Inspection Unit. Section Not Used.

150-3.6 GPS Training Provisions. Section Not Used.

150-3.7 Survey Reference Points.

1. Existing horizontal and vertical control points for the Project are those designated on drawings or as determined from investigation of the existing conditions.

2. Locate and protect control points prior to starting Site Work and preserve permanent reference points during construction.
 - a. Make no changes or relocations without prior approval of the RPR.
 - b. Report to RPR when reference point is lost, destroyed or requires relocation because of necessary changes in grades or locations.
 - c. Replace Project control points, which may be lost or destroyed. Airport control points shall be replaced in accordance with their requirements.
 - d. Existing property corners, markers, stakes, iron pins, and survey monuments defining property lines which have a high probability of being disturbed during construction shall be properly tied into fixed reference points before being disturbed. If disturbed, they shall be accurately reset in their proper position upon completion of the work.

150-3.8 Project Layout Requirements.

1. Establish a sufficient number of permanent bench marks on Site, as may be required, referenced to data established by survey control points. Record locations of benchmarks with horizontal and vertical data on Project Record Documents.
2. From established control points, layout all Work by establishing all lines and grades at Site necessary to control Work. Contractor shall be responsible for all measurements that may be required for execution of Work to location and limit marks prescribed in appropriate Specification Sections or on Contract Drawings.
3. Furnish, at contractor expense, all such stakes, steel pins, equipment, tools and material and labor that may be required in laying out Work control points.
4. Establish lines and levels. Locate and layout by instrumentation and similar appropriate means:
 - a. Verify property, grades, lines, levels and dimensions indicated.
 - b. Site Improvements
 - 1) Provide stakes for grading, fill and topsoil placement.
 - 2) Layout utility slopes and invert elevations.
 - 3) Layout limits of pavement demolition and proposed pavement.
4. Verify and coordinate in field all existing and proposed underground components including civil, structural, utilities and other components prior to initiation of the Work. Advise RPR and/or FAA of any conflicts or discrepancies.

150-3.9 Documents.

1. Submit name, address and contact information of Surveyor to RPR.
2. On request of the RPR, submit documentation to certify accuracy of construction survey and stakeout work and compliance with Contract Documents.
3. Submit certificate signed by licensed surveyor certifying that elevations and locations of improvements are in conformance with Contract Documents. Should any work be in non-conformance with Contract Documents, Contractor shall identify all such non-conformance in the certificate.
4. Standards and Availability: Data and other measurements shall be recorded in accordance with standard and approved methods. All field notes, sketches, recordings, and computations

in establishing above horizontal and vertical control points shall be available at all times during progress of Work for ready examination by RPR.

5. Maintain complete and accurate record data on underground utilities and obstructions, new and existing, encountered in execution of Work. Record data on Project Record Documents.
6. On completion of major site improvements, prepare certified survey showing dimensions, locations, angles, and elevations of construction.

150-3.10 GPS Inspection Unit. Section Not Used.

150-3.11 Computer Aided Drafting & Design (CADD) and 3D Surface files. This project was developed using three-dimensional design software. After award and upon request, the successful bidder will be provided CADD files developed from AutoCAD, and 3D surface files for use. The surface files will be provided for the existing grade, finished grade, and other applicable design surface models. In addition, survey control for the project will be provided in electronic format and the alignments will be provided in XML format. The files may be used for survey and stakeout of the project, but may not be manipulated. A single CADD file will be provided as well, including 2D and 3D information.

The following 3D surfaces will be provided:

<u>SURFACE</u>	<u>DESCRIPTION</u>
Overall Project Site Existing Grade	3D surface of project site overall existing grade elevations per topographic survey prior to construction.
Stripping Surface	3D surface representation of grade after stripping of existing topsoil on-site.
Milling Surface	3D surface representation of the existing grade after proposed cold and variable milling.
True & Level Course	3D surface representation of the surface after placement of proposed true and leveling course.
Proposed Finished Grade	3D surface representation of the project site overall proposed finished grade elevations per project design. This surface includes pavement and turf grades.

The following 2D CADD files will be provided:

<u>FILE</u>	<u>DESCRIPTION</u>
Existing Base Map	Existing topographic features, limits of pavement, physical features, existing contours, equipment, structures, lights, signs, known utilities, fence, pipes, and conduits, buildings, etc.
Proposed	Proposed work including alignments, survey data, work phasing limits, limits of demolition, limits of pavement, physical features, proposed contours, equipment, structures, pavement marking, lights, signs, utilities, fence, pipes, and conduits, and buildings.

Unless otherwise shown on the Plans, the Contractor shall assume that the origin of proposed CAD symbols is at the center of the location of the feature. CAD symbols which are not at the center of origin include the following:

<u>Symbol</u>	<u>Origin</u>
Guidance Signs	Longitudinal center at end of sign closest to pavement edge.

The files were developed for the design and depiction of various 2D features (existing and proposed) and 3D features of existing, proposed, and subgrade surfaces. The surface files are depicted on the Contract Drawings in the form of contours, profiles, typical sections, spot elevations, tables, and other details. The surface file of the existing surface is the database of points from the design topographic survey. The surface files of the other surfaces are the database of points for the surfaces used to design the project.

The Owner allows use of the CADD and surface files in the performance of its work and services on the project with the following terms and conditions:

1. That the Owner does not warrant or guarantee the information and data in the CADD and surface files and any accompanying documentation as a substitute for the sound judgment of the Contractor.
2. That the Contractor desires to make use of the CADD and surface files in conjunction with the Work to be provided to the Owner for the subject project.
3. That the Contractor has no rights to the information and data contained in the CADD and surface files or any translated or converted form of these files. The transfer shall not be considered to convey any proprietary interest in the information and data in the CADD and surface files or any translated or converted form of these files or subsequent version thereof.
4. That the information and data contained in the CADD and surface files or in any translated or converted form of these files shall not be used by the Contractor on any other project.
5. That the Contractor may not copy, distribute, sell, rent, sublicense or lease the CADD and surface files or any translated or converted form of these files or any accompanying documentation.
6. That no information or data contained in the CADD and surface files or any translated or converted form of these files shall be transferred in any electronic form without written permission of the Owner.
7. That after completion of the Work by the Contractor as part of this project, the Contractor shall remove the information and data contained in the CADD and surface files, or any translated or converted form of these files, from all of its electronic data processing systems. No electronic copies of the information and data contained in the CADD and surface files or any translated or converted form of these files shall be retained by the Contractor.
8. That the Contractor shall take all steps reasonably necessary to protect the CADD and surface files, or any translated or converted form of these files, from theft or use in a manner inconsistent with these terms and conditions.
9. That the Owner may terminate these terms and conditions at any time and the Contractor shall immediately remove the CADD and surface files, or any translated or converted form of these files, from their electronic data processing systems upon demand of the Owner.
10. That the Owner retains all rights not expressly granted. Nothing in these terms and conditions constitutes a waiver of the Owner's rights under any federal or state law.
11. That the Owner excludes any and all implied warranties, including warranties of merchantability and fitness for a particular purpose, and limits the Contractor's remedy to return of the CADD and surface files and documentation to the Owner for replacement.
12. That the Owner makes no warranty or representation, either express or implied, with respect to the CADD and surface files or accompanying documentation, including their quality, performance, merchantability, or fitness for a particular purpose. The CADD and surface

files and documentation are provided "as is" and the Contractor assumes the entire risk as to their quality and performance.

13. That the Owner shall not be liable for any direct, indirect, special, incidental, or consequential damages arising out of the use of, inability to use, or any defect in the CADD and surface files or any translated or converted form of these files or any accompanying documentation.
14. That the Contractor shall indemnify and hold harmless the Owner, its officials and employees, and the RPR for any injury to the person or property of third parties arising out of the use of or any defect in the CADD and surface files or any translated or converted form of these files or any accompanying documentation.
15. That the Contractor shall indemnify and hold harmless the Owner, its officials and employees, and the RPR for any injury arising out of any infringement of the copyright law.
16. That the warranty and remedies set forth in these terms and conditions are exclusive and in lieu of all others, oral or written, express or implied.
17. That nothing contained in these terms and conditions shall be construed to represent or warrant that the Contractor has the right to reproduce or copy any or converted form of these files and the Contractor acknowledges that it has no right to reproduce and include copyright or trade secret notices, or patent rights on any copies, in whole or in part, in any form. All copies of each CADD and surface file remain the property of the Owner and any rights involving the copyright law as modified in 17 U.S.C. §101 et. seq. remain with the Owner.

METHOD OF MEASUREMENT

150-4.1 No separate measurement for payment of project survey and stakeout will be made. All project survey and stakeout work shall be considered incidental to the other lump sum items in this Contract.

BASIS OF PAYMENT

150-5.1 No direct payment will be made for project survey and stakeout. All costs associated with furnishing materials, labor and equipment required to satisfactorily provide the work of this item shall be considered incidental to other lump sum items in this Contract.

SUBMITTALS AND CERTIFICATIONS

150-6.1 The following "Shop and Setting Drawings", "Working Drawings", Catalogue Data" and "Certifications" shall be submitted for review:

- Catalog data showing the make and model of all surveying instruments to be used on the project.
- Verification survey point data ASCII file.
- Surveying instrument calibration certification(s) within the previous 12 months of project startup.

END OF ITEM X-102