

FINAL DESIGN SUBMISSION

CONTRACT DOCUMENTS AND TECHNICAL SPECIFICATIONS

FOR THE CONSTRUCTION OF

SURFACE PARKING LOT EXPANSIONS

SYRACUSE HANCOCK INTERNATIONAL AIRPORT

SYRACUSE REGIONAL AIRPORT AUTHORITY
SYRACUSE, NEW YORK



IFB 2022-11 - GENERAL CONSTRUCTION

AUGUST 2022
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PROJECT NO. 18831.02

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LT-1	Lighting Photometrics Plan
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DT-1	Miscellaneous Details
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SECTION 01 – ADVERTISEMENT AND NOTICE TO CONTRACTORS

IFB 2022-11 NOTICE TO BIDDERS FOR SURFACE PARKING LOT EXPANSIONS PROJECT AT SYRACUSE HANCOCK INTERNATIONAL AIRPORT, SYRACUSE, NEW YORK

Electronically Submitted Proposals for the construction of Surface Parking Lot Expansions Contract(s) will be received by the offices of the Executive Director; of the Syracuse Regional Airport Authority **until 3:00 pm, local time, on Tuesday, September 6th, 2022, through www.bidexpress.com.**

Sealed proposals may be received with verified signature, date & time stamp to the office of the Executive Director of the Syracuse Hancock International Airport, located at 1000 Col. Eileen Collins Boulevard, Syracuse, New York 13212 until the closing date and time stated above.

This project consists of Surface Parking Lot Expansions at Syracuse Hancock International Airport.

This Bid Package includes the installation of new surface parking lots, including site grading, new security fencing, stormwater facilities, utilities (electric, communication, and data), site lighting, modifications or upgrades to the existing infrastructure as required to service the new access control equipment and other necessary site amenities within the surface parking lots, and site restoration. The Bid Package encompasses work to be provided under a single base bid General Construction contract for Parking Lot #1 with separate add alternate bids for Parking Lot #2 and #3.

The Bid and Contract Documents (consisting of the Project Specifications, Proposal, Agreements and Contract Drawings) may be obtained from the Bid Express Service site and the Syracuse Regional Airport Authority Website. Notice to Bidders will be placed on the Syracuse Regional Airport Authority Web page and in the Syracuse Post Standard.

Syracuse Regional Airport Authority Web Site
www.syrtraa.com/bids-rfp-rfq

Syracuse Post Standard

Each bid must be accompanied by a certified check or bid bond, in the amount of five percent (5%) of the total maximum bid price (combination of base bid or alternate bid plus add-on items) for the contract in the form and subject to the conditions provided in the Information for Bidders.

A pre-bid conference has been scheduled in order to review the specific requirements of this contract. All prospective bidders are encouraged to attend. Attendance at the pre-bid conference will be considered by the Authority when reviewing the qualifications of the contractor to perform the work in accordance with the terms and conditions of the contract. The pre-bid conference is scheduled for **Tuesday, August 30th, 2022 at 11:00 am at the Syracuse International Airport, John Walsh Conference Room #CT1114 and virtually via Teams meeting. You must notify Brian Dorman at dormanb@syrairport.org to be added to the list of attendees.**

Any questions regarding bidding of this project shall be submitted through the Bid Express Services Platform. **All RFI's must be submitted no later than Wednesday, August 31st, 2022 by 3:00 pm and responses will be posted by Friday, September 2nd, 2022 to Bid Express and the Syracuse Regional Airport Authority website.** Any necessary addendum to this project will be posted to Bid Express and the Syracuse Regional Airport Authority website as well as this advertisement. Bidders should check the website frequently for any updates.

**Syracuse Hancock International Airport
Surface Parking Lot Expansions Project**

SECTION 01 – ADVERTISEMENT AND NOTICE TO CONTRACTORS

The Authority reserves the right to waive any informality in the bids and to reject any and all bids.

Bid Express ® Services Introduction

Syracuse Regional Airport Authority is pleased to announce that Publicly bid projects accepting electronic submissions will be transitioned to the Bid Express® service at www.bidexpress.com as of January 15th 2022. The Bid and Contract Documents (consisting of the Project Specifications, Proposal, Agreements) and Contract Drawings may be obtained only from the Bid Express Service site. Notice to Bidders will be placed on the Syracuse Regional Airport Authority Web page and the NYS Contracting Reporter Web site.

Electronic bid submission allows for:

- Digitally signed bids
- Eliminates costs for hand and hired delivery of bid packages
- Provides error checking and alerts to omissions before submission
- Easily accommodates last-minute changes and price cuts
- Automates email notifications to alert vendors of solicitation postings and solicitation changes

As a vendor, you must register and review each solicitation you intend to bid electronically before bidding. You may also refer to Infotech’s Knowledge Center for the Bid Express service.

Note: Navigation of the Bid Express service is FREE unless you select a solicitation for bidding and complete your purchase.

To submit Bid Bonds electronically, please ensure your company and your bonding agent's company register with one of the following Bid Bond agencies affiliated with the Bid Express service:

Bonding Partners

Contact Information for bid bonding partners

Surety 2000

Tel: (800) 660-3263

Email: help@surety2000.com

Surety Wave

Tel: (800) 989-6417

Email: support@suretywave.com

If you need additional assistance, please call the Technical Support - Bidding team at 888-352-2439, available Monday - Friday from 7:00 am – 8:00 pm (EST).

You can also email the team at support@bidexpress.com or refer to the Vendor Resource page located here.

END OF SECTION 01- ADVERTISEMENT AND NOTICE TO CONTRACTORS

SECTION 02 - CONSTRUCTION AGREEMENT

SYRACUSE REGIONAL AIRPORT AUTHORITY CONSTRUCTION AGREEMENT (With No Federal Funding Component)

THIS AGREEMENT is dated as of the ___ day of _____ in the year 20__ by and between the Syracuse Regional Airport Authority, a New York State public benefit corporation, having an address at 1000 Col. Eileen Collins Boulevard, Syracuse New York 13212 (hereinafter called Authority) and ___ a ___ (jurisdiction of formation) _____ (type of entity) having an address at _____ (hereinafter called Contractor).

WHEREAS, the Syracuse Hancock International Airport (the “Airport”) is owned by the City of Syracuse, New York (the “City”); and

WHEREAS, pursuant to a series of agreements between the Authority and the City, the Authority has been duly authorized by the City to operate the Airport on a long-term basis and as such the Authority is authorized and empowered to enter into any and all agreements concerning the maintenance, improvement, repair, and expansion of the Airport (“Airport Improvement Projects” or “AIP”); and

WHEREAS, in connection with its operation of the Airport, the Authority engages various consultants, engineers, architects and various other professionals (“General Airport Consultants” or “GAC’s”) to assist it with the solicitation of bids, requests for quotations and qualifications, and after the selection of a particular contractor for a particular Airport Improvement Project, a GAC will also prepare the final construction documents, drawings, technical specifications and related documents and materials (“Construction Bid Set”) for a particular Airport Improvement Project the “form” and content of which may vary depending on the particular GAC preparing the Construction Bid Set and the funding source and nature of a particular Airport Improvement Project.

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties do hereby agree as follows.

ARTICLE 1 – GENERAL PROVISIONS

The foregoing Recitals are true and correct and are incorporated herein as material terms of this Agreement.

All terms and conditions of the Construction Bid Set for this AIP, independently or as same may be annexed as an Exhibit to this Agreement, are specifically incorporated by reference herein.

Any ambiguity in this Agreement, in the Construction Bid Set, or between this Agreement and the Construction Bid Set shall be construed and resolved in favor of the Authority and in a manner consistent with providing the Authority a high-quality AIP and in a timely and cost-efficient manner.

All references to Engineer, Design Engineer, Aviation Contract Officer, Owner, Architect, or similar terms as may be used in this Agreement or the Construction Bid Set shall be deemed to mean the Authority and/or its duly authorized representative.

In the event of a dispute concerning interpretation of any provision of this Agreement and/or the Construction Bid Set and/or the quality of any services, work or items provided in connection therewith, the Authority’s determination, decision and/or resolution of same shall be final and binding.

All references to “Contract” or other similar terms in this Agreement, including the Construction Bid Set, shall be deemed to mean this Agreement.

All references to “Contract Price” or other similar terms in this Agreement, including the Construction Bid Set, shall be deemed to mean Contract Price as defined in this Agreement.

All references to “Work” or similar such similar term in this Agreement, including the Construction Bid Set shall be deemed to mean the Airport Improvement Project described therein.

SECTION 02 - CONSTRUCTION AGREEMENT

GIVEN THE VARYING CONSTRUCTION BID SETS USED BY VARIOUS GAC'S AS REFERENCED IN THE FORGOING RECITALS, AND THE VARIETY OF FUNDING SOURCES FOR PARTICULAR AIRPORT IMPROVEMENT PROJECTS EACH OF WHICH MAY REQUIRE THE INCLUSION OF SPECIFIC CONTRACT LANGUAGE AND REQUIREMENTS, AND THE AUTHORITY'S DESIRE TO USE A UNIFORM "MASTER" AGREEMENT FOR ALL GENERAL AIRPORT CONSULTANTS TO USE WITH ALL AIRPORT IMPROVEMENT CONTRACTS, CONTRACTOR SPECIFICALLY AGREES FOR IT AND ALL THOSE ENGAGED BY IT IN PERFORMING THIS AGREEMENT, THAT ALL REFERENCES HEREIN OR FAILURES TO REFERENCE HEREIN SPECIFIC SECTIONS OF THE CONSTRUCTION BID SET SHALL NOT BE STRICTLY CONSTRUED OR CONSTRUED AGAINST THE AUTHORITY, BUT SHALL BE CONSTRUED AND RESOLVED IN FAVOR OF THE AUTHORITY AND CONSISTENT WITH BOTH GENERAL AND SPECIFIC CONTRACT LANGUAGE THAT THE AUTHORITY IS REQUIRED TO INCLUDE IN ITS CONTRACTS BY ITS VARIOUS FUNDING SOURCES, AND IN A MANNER CONSISTENT WITH PROVIDING THE AUTHORITY A HIGH QUALITY AIRPORT IMPROVEMENT PROJECT IN A TIMELY AND COST EFFICIENT MANNER AND FOR NO MORE THAN THE CONTRACT PRICE AS STATED HEREIN.

Whether construed as an offer, acceptance or confirmation, these terms and conditions of purchase include all documents and exhibits attached hereto and all other terms incorporated by reference herein. This contract shall constitute the final, complete, and exclusive statement of this contract and may not be modified or rescinded except by a written change order issued by the Authority. *This contract expressly limits acceptance to its terms and conditions, and notification of objection to any different or additional terms in any response to this contract from the Contractor is hereby given. Regardless of its construction as an offer, acceptance, confirmation or use to place orders for goods or services pursuant to an earlier contract, this contract incorporates by reference all terms of the Uniform Commercial Code providing any protection for a Buyer, including, without limitation, all express and implied warranty protection, and all Buyer's remedies under the Uniform Commercial Code.*

SECTION 02 - CONSTRUCTION AGREEMENT

ARTICLE 2 – GOVERNMENT CONTRACT CLAUSE REQUIREMENTS

Federally Required Clauses

The Authority is the recipient of U.S. Department of Transportation grant monies and as such is required to include specific contract provisions in all such grant funded projects and to further require that all contractors engaged by the Authority for such projects include specific contract provisions in all of such contractor's contracts with any sub-recipients or subcontractors. Contractor hereby specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any sub recipient or subcontractor engaged by contractor as follows:

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.

TITLE VI COMPLIANCE

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 Federal Aviation Administration 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 Federal Aviation Administration, 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 Federal Aviation Administration 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.

SECTION 02 - CONSTRUCTION AGREEMENT

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 Federal Aviation Administration 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) (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 Federal Aviation Administration’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.*).

New York State Required Contract Clauses (Standard Clauses for NYS Contracts-October 2019)

The Authority is a New York State public benefit corporation and as such is required to include specific contract provisions in all such project contracts and to further require that all contractors engaged by the Authority for such projects include specific contract provisions in all of such contractor’s contracts with any sub-recipients or subcontractors. Contractor hereby

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specifically acknowledges such contract language requirements and specifically agrees on its behalf and for any sub recipient or subcontractor engaged by Contractor as follows:

The parties to the attached contract, license, lease, amendment or other agreement of any kind (hereinafter, "the contract" or "this contract") agree to be bound by the following clauses which are hereby made a part of the contract (the word "Contractor" herein refers to any party other than the State, whether a contractor, licenser, licensee, lessor, lessee or any other party):

- 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,

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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

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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, upgrading's, 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

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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. In accordance with the MacBride Fair Employment Principles (Chapter 807 of the Laws of 1992), the Contractor hereby stipulates that the Contractor either (a) has no business operations in Northern Ireland, or (b) shall take lawful steps in good faith to conduct any business operations in Northern Ireland in accordance with the MacBride Fair Employment Principles (as described in Section 165 of the New York State Finance Law), and shall permit independent monitoring of compliance with such principles.

20. OMNIBUS PROCUREMENT ACT OF 1992. It is the policy of New York State to maximize opportunities for the participation of New York State business enterprises, including minority- and women-owned business enterprises as bidders, subcontractors, and suppliers on its procurement contracts. Information on the availability of New York State subcontractors and suppliers is available from:

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

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(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-benon-responsive-biddersofferers-pursuant-nys-iran-divestmentact-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.

ARTICLE 3 - WORK

Contractor shall perform, construct, and complete all Work as specified and indicated in this Agreement inclusive of the Construction Bid Set.

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ARTICLE 4 - CONTRACT TIMES

- 4.1 **Contract Time.** The Work shall be substantially complete within the Contract Time as stated in General Provisions/Table of Contents Sections dealing with "Failure to Complete on Time" and accepted in accordance with General Provisions/Table of Contents Sections dealing with "Final Acceptance." In addition, intermediate stages or sequences of the Work shall be substantially completed and accepted as in accordance with General Provisions/Table of Contents Sections addressing such matters.
- 4.2 **Damages for Delay in Completion.** If the Work is uncompleted after the Contract Time, including all extensions and adjustments in accordance with General Provisions/Table of Contents Sections dealing with "Determination and Extension of Contract Time," the sum stipulated in General Provisions/Table of Contents Sections addressing "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 5 - CONTRACT PRICE

- 5.1 The Owner will pay Contractor for completion of the Work in accordance with the Contract for the Total Base Bid in the amount of \$ _____ Add-on Bid No. 1 in in the amount of \$ _____, for a total Contract amount of \$ _____, hereby identified as the Contract Price, as shown in the Contractor's Proposal, with discrepancies corrected in accordance with General Provisions Section/Table of Contents dealing with "Consideration of Proposals" if applicable.
- 5.2 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/Table of Contents addressing "Measurement and Payment" considerations.

ARTICLE 6 - PAYMENT PROCEDURES

- 6.1 **Partial Payments.** Partial payments will be made at least once per month based on the Engineer's estimate in accordance with General Provisions Section/Table of Contents Sections addressing "Measurement and Payment." Progress payments will be made in accordance with General Provision Section/Table of Contents Sections concerning "Partial Payments."
- 6.2 **Retainage.** From the total of the amount determined to be payable on a partial payment, the amount specified in General Provisions Section/Table of Contents Sections addressing "Partial Payments," will be deducted and retained by the Owner until the final payment is made.
- 6.3 **Final Payment:** Final payment will be made in accordance with General Provisions/Table of Contents Sections addressing "Acceptance and Final Payment."
- 6.4 **Withholding of Payments:** Payment, or partial payment, will be withheld by the Owner because of claims made or liens filed in connection with the Contract in accordance with General Provisions Section/Table of Contents Sections addressing "Mechanics Liens" and "Lien Law" related issues.

ARTICLE 7 - CONTRACTOR'S REPRESENTATIONS

In executing this Agreement, Contractor makes the following representations:

- 7.1 Contractor has examined and carefully studied the Contract including all Addenda and modifications thereto including the Construction Bid Set.
- 7.2 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.

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- 7.3 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.
- 7.4 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.
- 7.5 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.
- 7.6 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.
- 7.7 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.
- 7.8 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 8 - CONTRACT

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

- 8.1 The Construction Bid Set as same may have been modified or amended.
- 8.2 The Contractors Proposal with discrepancies corrected.
- 8.3 This Contract.
- 8.4 The Contractor's Performance Bond and Payment Bond.
- 8.5 The Contractor's Certificates of Insurance as specified in the Construction Bid Set in the appropriate coverages and amounts and naming the Authority and the City of Syracuse as additional named insureds.
- 8.6 The Notice of Award and Notice to Proceed.
- 8.7 The General Provisions/Table of Contents and the Technical Specifications, which are a part of the Contract and Construction Bid Set.
- 8.8 The Contract Drawings as listed in the Table of Contents and shown in the Construction Bid Set.
- 8.9 Addenda listed below:

Addendum No.

Date

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8.10 There are no documents forming the Agreement other than those listed above in this Article 8. The Contract may only be amended or modified in a writing signed by both parties.

ARTICLE 9 - MISCELLANEOUS

- 9.1 Terms used in this Agreement shall have the meanings in the General Provision/Table of Contents Sections pertaining to "Definition of Terms."
- 9.2 No assignment by a party hereto of any rights under or interests in the Contract will be binding on another party hereto without the prior written consent of both party's; any moneys that may become due and payable under this Agreement may not be assigned without prior written consent of both parties.
- 9.3 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.
- 9.4 Owner and Contractor agree that this Agreement shall be governed by and construed pursuant to the laws of the State of New York without regard to its conflicts of laws principles; that the state or federal courts sitting in the County of Onondaga, State of New York shall have exclusive jurisdiction with regard to any disputes concerning this Agreement; Contractor expressly consents to the personal jurisdiction of such courts; and that venue in such courts shall be exclusive and proper.

SECTION 02 - CONSTRUCTION AGREEMENT

IN WITNESS WHEREOF, Owner and Contractor have signed this Agreement effective on the day and year first above written.

SYRACUSE REGIONAL AIRPORT AUTHORITY

By: _____
Name: H. Jason Terreri
Title: Executive Director

_____ (Contractor Name)

By: _____
Name: _____
Title: _____

SECTION 02 - CONSTRUCTION AGREEMENT

(ACKNOWLEDGMENT OF OFFICER OF OWNER)

STATE OF NEW YORK

COUNTY OF ONONDAGA

}
} 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 whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual 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 _____, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her capacity, and that by her signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

END OF SECTION 02 - CONSTRUCTION AGREEMENT

SECTION 03 - PROPOSAL
FOR SURFACE PARKING LOT EXPANSIONS
AT
SYRACUSE HANCOCK INTERNATIONAL AIRPORT
SYRACUSE REGIONAL AIRPORT AUTHORITY
SYRACUSE, NEW YORK

TO: Brian Dorman – Director of Planning & Development
Syracuse International Airport
1000 Col. Eileen Collins Boulevard
Syracuse, New York 13212

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 titled BID GUARANTEE 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 5 days and deliver a Surety Bond or Bonds as required by the subsection titled 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 Specification.

SECTION 03 - PROPOSAL

**Syracuse International Airport
Contract IFB 2022-11 – GENERAL CONSTRUCTION
Surface Parking Lot Expansions**

Item Number	Bid Item	Lump Sum Price in Words	Lump Sum Price
A-1	Parking Lot #1 Construction - Base Bid		\$
*A-2	Parking Lot #1 - Bus Shelter - Add Alternative (Each Shelter Cost)		\$
*A-3	Parking Lot #1 - Replacement of Existing Site Light Fixtures on Existing Light poles - Add Alternative (Total Cost for 14 New Fixtures)		\$
*A-4	Parking Lot #2 Construction - Add Alternative		\$
*A-5	Parking Lot #3 Construction - Add Alternative		\$
	Total		\$

*** The SRAA has the discretion to remove this item from the contract in order to stay within the available project funding.**

SRAA is requiring a schedule of values for each of the overall parking lot construction lump sum bid items to assist in their review of the bids received. The Tables provided below shall be completed and submitted with the proposal.

SECTION 03 - PROPOSAL

A-1 Schedule of Values:

A-1 - PARKING LOT #1 CONSTRUCTION BASE BID - SCHEDULE OF VALUES					
Bid Item	Description Of Item	Unit	Quantity	Unit Price	Total Item Cost
203.02000000	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	2790		
203.03000000	EMBANKMENT IN PLACE (SPOIL MATERIAL)	CY	1400		
207.21000000	GEOTEXTILE SEPARATION FABRIC	SY	22140		
209.00000000	EROSION AND SEDIMENT CONTROL	LS	1		
209.13000000	SILT FENCE	LF	500		
209.17010000	DRAINAGE STRUCTURE INLET PROTECTION	LF	64		
304.12000000	SUBBASE COURSE, TYPE 2	CY	7380		
402.09820400	9.5 F2 TOP COURSE, HMA, 80 SERIES COMPACTION	TON	1810		
402.19890400	19 F9 BINDER COURSE, HMA, 80 SERIES COMPACTION	TON	3010		
407.01020000	DILUTED TACK COAT	GAL	1610		
603.17101600	12" GALVANIZED STEEL END SECTION	EA	1		
603.17141600	24" GALVANIZED STEEL END SECTION	EA	1		
603.9808	SICPP CULVERT AND STORMDRAIN 8 INCH DIAMETER (WITH BACKFILL)	LF	127		
603.98120000	SICPP CULVERT AND STORMDRAIN 12 INCH DIAMETER (WITH BACKFILL)	LF	120		
603.98180000	SICPP CULVERT AND STORMDRAIN 18 INCH DIAMETER (WITH BACKFILL)	LF	120		
603.98240000	SICPP CULVERT AND STORMDRAIN 24 INCH DIAMETER (WITH BACKFILL)	LF	64		
604.30191100	NYS DOT STRUCTURE TYPE S; FRAME NO. 11	EA	4		
607.31030010	STEEL CHAIN-LINK FENCE WITH TOP TENSION WIRE, 8' HIGH; 3 STRANDS OF BARBED WIRE	LF	869		
609.99970011	PRECAST CONCRETE WHEEL STOPS	EA	22		
619.01000000	WORK ZONE TRAFFIC CONTROL	LS	1		
621.01000000	CLEANING CULVERTS WITH SPAN OF 50 IN. OR LESS	LS	1		
625.01000000	SURVEYING OPERATIONS	LS	1		
660.04040001	FURNISH AND INSTALL PVC UTILITY CONDUIT - 4 INCH	LF	2160		
685.02000000	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES	LF	28500		
	SIGN PANELS	EA	5		
	SIGN POSTS	EA	5		
	EMERGENCY PHONE LOCATIONS (INCLUDING WIRING)	EA	4		
	LIGHT POLES (FIXTURES, POLES AND FOUNDATIONS - P2 DUAL FIXTURES)	EA	12		
	ELECTRICAL/COMMUNICATIONS	LS	1		
	STORMWATER TREATMENT FACILITIES	LS	1		
	STONE FILTER DIAPHRAGM TRENCH (INCLUDES STONE, FABRIC, & 8" HDPE PERFORATED PIPE)	LF	1320		
610.1602	ESTABLISH TURF - LAWNS	SY	12100		
	CRUSHED STONE WEED BARRIER FOR FENCELINE	CY	80		
207.20	GEOTEXTILE BEDDING FABRIC	SY	1000		
610.1401	TOPSOIL - REUSE ON-SITE MATERIAL	CY	1000		
	MOBILIZATION	LS	1		
GRAND TOTAL LUMP SUM BID FOR ITEM A-1					

SECTION 03 - PROPOSAL

A-4 Schedule of Values:

*A-4 - PARKING LOT #2 CONSTRUCTION - ADD ALTERNATIVE - SCHEDULE OF VALUES					
Bid Item	Description Of Item	Unit	Quantity	Unit Price	Total Item Cost
203.02000000	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	1,000		
203.03000000	EMBANKMENT IN PLACE	CY	905		
207.21000000	GEOTEXTILE SEPARATION FABRIC	SY	250		
209.00000000	EROSION AND SEDIMENT CONTROL	LS	1		
209.13000000	SILT FENCE	LF	1,200		
304.12000000	SUBBASE COURSE, TYPE 2	CY	670		
402.09820400	TYPE 9.5 TOP COURSE, HMA, 80 SERIES COMPACTION	TON	840		
402.19820400	TYPE 19 BINDER COURSE, HMA, 80 SERIES COMPACTION	TON	1,390		
407.01020000	DILUTED TACK COAT	GAL	1,490		
619.01000000	WORK ZONE TRAFFIC CONTROL	LS	1		
625.01000000	SURVEYING OPERATIONS	LS	1		
660.04040001	FURNISH AND INSTALL PVC UTILITY CONDUIT - 4 INCH	LF	1,341		
665.10000010	FURNISH AND INSTALL BOLLARDS	EA	8		
685.02000000	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 15 MILS	LF	10,000		
	LIGHT POLES (P1 FIXTURE, POLE AND FOUNDATIONS)	EA	1		
	LIGHT POLES (P2 FIXTURES, POLE AND FOUNDATIONS)	EA	3		
	LIGHT POLES (P4 FIXTURE, POLE, AND FOUNDATIONS)	EA	4		
	SIGN PANELS	LS	4		
	SIGN POSTS	EA	4		
	EMERGENCY PHONE LOCATIONS (INCLUDING WIRING)	EA	2		
	ELECTRICAL/COMMUNICATIONS	LS	1		
	STORMWATER TREATMENT FACILITIES	LS	1		
	STONE FILTER DIAPHRAGM TRENCH (INCLUDES STONE, FABRIC, & 8" HDPE PERFORATED PIPE)	LF	900		
	SICPP CULVERT AND STORMDRAIN 8 INCH DIAMETER (WITH BACKFILL)	LF	40		
610.1602	ESTABLISH TURF	SY	6,300.0		
	BORING FOR UTILITY CROSSING	LS	1		
608.0101	CONCRETE SIDEWALK	CY	2		
609.0401	CAST-IN-PLACE CONCRETE CURB	LF	65		
610.1401	TOPSOIL	CY	1,000		
	MOBILIZATION (3%)	LS	1		
GRAND TOTAL LUMP SUM BID FOR ITEM A-4					

SECTION 03 - PROPOSAL

A-5 Schedule of Values:

*A-5 - PARKING LOT #3 CONSTRUCTION - ADD ALTERNATIVE - SCHEDULE OF VALUES					
Bid Item	Description Of Item	Unit	Quantity	Unit Price	Total Item Cost
203.0200000	UNCLASSIFIED EXCAVATION AND DISPOSAL	CY	800		
203.0300000	EMBANKMENT IN PLACE	CY	1,685		
207.2100000	GEOTEXTILE SEPARATION FABRIC	SY	3,460		
209.0000000	EROSION AND SEDIMENT CONTROL	LS	1		
209.1300000	SILT FENCE	LF	970		
304.1200000	SUBBASE COURSE, TYPE 2	CY	1,160		
402.0982040	TYPE 9.5 TOP COURSE, HMA, 80 SERIES COMPACTION	TON	290		
402.1982040	TYPE 19 BINDER COURSE, HMA, 80 SERIES COMPACTION	TON	470		
407.0102000	DILUTED TACK COAT	GAL	510		
603.17141501	15" METAL END SECTION	EA	2		
603.98120000	SICPP CULVERT AND STORMDRAIN 12 INCH DIAMETER (WITH BACKFILL)	LF	260		
619.0100000	WORK ZONE TRAFFIC CONTROL	LS	1		
625.0100000	SURVEYING OPERATIONS	LS	1		
660.04040001	FURNISH AND INSTALL PVC UTILITY CONDUIT - 4 INCH	LF	356		
685.0200000	YELLOW EPOXY REFLECTORIZED PAVEMENT STRIPES - 15 MIL	LF	3,400		
	SIGNAGE	LS	11		
	SIGN POSTS	EA	16		
	LIGHT POLES P3 (FIXTURES, POLES AND FOUNDATIONS)	EA	3		
	ELECTRICAL/COMMUNICATIONS	LS	1		
	STORMWATER TREATMENT FACILITIES	LS	1		
610.1602	ESTABLISH TURF	SY	11,130.0		
610.1401	TOPSOIL - REUSE ON SITE MATERIAL	CY	900		
	MOBILIZATION	LS	1		
GRAND TOTAL LUMP SUM BID FOR ITEM A-5					

SECTION 03 - PROPOSAL

The bidder states that this proposal is based upon prevailing wages in Onondaga County, 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 with the Syracuse Regional Airport Authority (Owner), to furnish all necessary materials, equipment, machinery, tools, apparatus, means of transportation and labor necessary to complete the Surface Parking Lot Expansions 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 above said 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, IF AN INDIVIDUAL:

BY: _____ (Printed Name)

(Signature)

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

DATE: _____

SECTION 03 - PROPOSAL

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

BY: _____
(Printed Name)

(Signature)

COMPANY NAME: _____

ADDRESS: _____

PHONE NO: _____

DATE: _____

**PARTNER'S
NAME:** _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**BUSINESS
ADDRESS:** _____

**PARTNER'S
NAME:** _____

**PARTNER'S
NAME:** _____

**BUSINESS
ADDRESS:** _____

**BUSINESS
ADDRESS:** _____

SECTION 03 - PROPOSAL

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:** _____

SECTION 03 - PROPOSAL

ATTACHMENTS TO PROPOSAL

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

Syracuse Regional Airport Authority Non-Collusive Proposal Certification

Resolution for Corporate Bidders

Certifications:

- Certification of Non-Segregated Facilities
- Debarment & Suspension Certification

Bidder's Statement of Previous Contracts Subject to EEO Clause.

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 Requirements

Safety Plan Compliance Document (SPCD) Certification

Procurement Lobbying Form

Bid/Proposal Signoff Sheet

Appendix A – Syracuse Regional Airport Authority's M/WBE Participation Requirements

Appendix B – Syracuse Regional Airport Authority's SDVOB Participation Requirements

Form SRAA-5000: M/WBE – EEO Policy Statement

Form SRAA-5001: EEO Staffing Plan

Form SRAA-5002: EEO Workforce Employment Utilization/Compliance Report

Form SRAA-5003: M/WBE Subcontractor Utilization Plan

Form SRAA-5004: M/WBE Goal Requirements – Certification of Good Faith Efforts

Form SRAA-5005: M/WBE Cover Letter

Form SRAA-5006: Sample M/WBE Contractor Bid Solicitation Letter

Form SRAA-5007: M/WBE Subcontractors and/or Suppliers Letter of Intent to Participate

Form SRAA-5008: M/WBE Contractor Participation Bid/Proposal

Form SRAA-5009: M/WBE Contractor Unavailability Certification

Form SRAA-5010: M/WBE Subcontractor Request for Waiver Form

NYS OGS Attachment: SDVOB Contractor Participation Bid/Proposal

SECTION 03 - PROPOSAL

**SYRACUSE REGIONAL AIRPORT AUTHORITY
NON-COLLUSIVE PROPOSAL CERTIFICATION**

By submission of this proposal, each Respondent and each person signing on behalf of any Respondent certifies, and in the case of a joint proposal 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 proposal 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 Respondent, or with any competitor.
2. Unless otherwise required by law, the prices which have been quoted in this proposal have not been knowingly disclosed by the Respondent and will not knowingly be disclosed by the Respondent prior to opening, directly or indirectly, to any other respondent or to any competitor; and
3. No attempt has been made or will be made by the Respondent to induce any other person, partnership, or corporation to submit or not to submit a proposal for purpose of restricting competition.

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

I also acknowledge notice that a false statement made in the foregoing is punishable under Article 20 of the Penal Law.

SIGN HERE _____
Signature of Respondent's Authorized Person Date

Name of Respondent

Name of Respondent's Authorized Person

Title of Respondent's Authorized Person

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

SECTION 03 - 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:

Surface Parking Lot Expansions

and to include in such bid or proposal the certificate as to non-collusion required by section one hundred three-d of the General Municipal Law as the act and deed of such corporation, and for any inaccuracies or misstatements in such certificate this corporate bidder shall be liable under 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.)

SECTION 03 - PROPOSAL

BIDDER'S STATEMENT OF PREVIOUS CONTRACTS SUBJECT TO EEO CLAUSE

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, as amended, of September 24, 1965.

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.

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

SECTION 03 - 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.)

SECTION 03 - PROPOSAL
STATEMENT OF SURETY'S INTENT

TO: Syracuse Regional Airport Authority _____

We have reviewed the bid of _____
(Contractor)

Of _____
(Address)

for the Surface Parking Lot Expansions _____

project for which bids will be received on or before: Tuesday, September 6th, 2022 at 3:00 pm.
(Bid Opening Date & Time)

and wish to advise that should this Bid of the Contractor be accepted, and the Contract awarded to him, it is our present intention to become surety on the performance bond and labor and material bond required by the Contract.

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

SECTION 03 - 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.

SECTION 03 - 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.)

SECTION 03 - PROPOSAL

Minority and Women's Business Enterprise (M/WBE) and Service-Disabled Veteran-Owned Business (SDVOB) Statement

The M/WBE goal for this Contract is 30%. The SDVOB goal for this Contract is 6%.

If the apparent low bidder does not meet one or both of the goals, the apparent low bidder must submit evidence of good faith efforts to obtain the goals. Submitting a complete and accurate utilization plan with bid documents is a condition of award, as well as meeting the goals or demonstrating good faith efforts to do so.

Bidders must submit M/WBE and SDVOB Pre-Award Packages with their proposal, consisting of the following:

SRAA Appendix A – Checklist: Minority/Women-Owned Business Enterprises (M/WBE) Program

1. Form SRAA-5000: M/WBE – EEO Policy Statement
2. Form SRAA-5001: EEO Staffing Plan
3. Form SRAA-5003: M/WBE Subcontractor Utilization Plan
4. Form SRAA-5004: M/WBE Goal Requirements – Certification of Good Faith Efforts
5. Form SRAA-5005: M/WBE Cover Letter
6. Form SRAA-5006: Sample M/WBE Contractor Bid Solicitation Letter
7. Form SRAA-5007: M/WBE Subcontractors and/or Suppliers Letter of Intent to Participate
8. Form SRAA-5008: M/WBE Contractor Participation Bid/Proposal
9. Form SRAA-5009: M/WBE Contractor Unavailability Certification
10. Form SRAA-5010: M/WBE Subcontractor Request for Waiver Form

SRAA Appendix B – Checklist: Service-Disabled Veteran-Owned Businesses (SDVOB) Program

1. Form SDVOB 100: SDVOB Utilization Plan
2. Form SDVOB 200: Application for Waiver of SDVOB Participation Goal (**Submit only if requesting a waiver**)

The NYS MWBE Directory of Certified Firms can be accessed at: <https://ny.newnycontracts.com/>

A directory of NYS Certified SDVOBs can be accessed at <https://ogs.ny.gov/Core/SDVOBA.asp>.

If the Bidder has not met the M/WBE and/or SDVOB Commitment goals, an evaluation of good faith efforts must be completed and supplied with the proposal. Bidder must provide supporting documentation of good faith efforts as needed or requested. Bidder may be required to submit some additional information, particularly that pertaining to Good Faith Efforts (GFE), typically via scanned images.

If a M/WBE or SDVOB fails to respond to a bidder solicitation, the bidder must follow-up initial solicitations by calling the M/WBE or SDVOB to ascertain their interest (or lack thereof). If the low bidder did not enter the work type(s) being solicited, types/dates of contact or bidder action codes, the low bidder will be prompted to complete the missing information.

SECTION 03 - PROPOSAL

**Minority and Women's Business Enterprise (M/WBE) and
Service-Disabled Veteran-Owned Business Enterprise (SDVOB)
Certification**

CERTIFICATION OF BIDDER: The undersigned bidder will satisfy the M/WBE and SDVOB requirements of this contract in the following manner (please check the appropriate spaces):

M/WBE Goal: 30% (Combined)

_____ The bidder is committed to meeting or exceeding the M/WBE utilization goal stated above on this contract.

_____ The bidder, if unable to meet the M/WBE utilization goal stated above, is committed to a minimum of _____% MBE utilization on this contract, and will submit documentation demonstrating good faith efforts.

SDVOB Goal: 6%

_____ The bidder is committed to meeting or exceeding the SDVOB utilization goal stated above on this contract.

_____ The bidder, if unable to meet the SDVOB utilization goal stated above, is committed to a minimum of _____% WBE utilization on this contract, and will submit documentation demonstrating good faith efforts.

IRS Number: _____

Signature and Title

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

SAFETY PLAN COMPLIANCE DOCUMENT (SPCD) CERTIFICATION

Project Location: _____

SECTION 03 - PROPOSAL

If “Yes” to the above question, please answer the following question: (Make Notations Clear)

(a) Was the basis for the finding of non-responsibility due to a violation of State Finance Law §139-j?
_____ Yes _____ No

(b) If “Yes,” was the basis for the finding of non-responsibility due to the intentional provision of false or incomplete information to a governmental entity?
_____ Yes _____ No

If “Yes” to any of the above questions, please provide details regarding the finding of non-responsibility:

Governmental Entity:
Date of Finding of Non-Responsibility:
Basis of Finding of Non-Responsibility (attach additional sheets as necessary)

3. Has any governmental entity terminated or withheld a procurement contract with the above-named individual or entity due to the intentional provision of false or incomplete information?

_____ Yes _____ No

If “Yes” to the above question, provide details:

Governmental Entity: _____
Date of Termination or Withholding of Contract: _____

Basis of Termination or Withholding: (add additional pages if necessary)

4. Bidder/Offerer certifies that all information provided to the Syracuse Regional Airport Authority with respect to State Finance Law Section 139-k is complete, true, and accurate.

Name of Bidder/Offerer: _____

Bidder’s/Offerer’s Business Address:

Bidder’s/Offerer’s Signature: _____ **Date:** _____

SECTION 03 - PROPOSAL

*I understand that my signature represents
that I am signing and responding to all
certifications/questions listed above*

Print Name: _____

Title of Person signing this form: _____

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

BID/PROPOSAL SIGN-OFF SHEET

By signing below the respondent is certifying that:

1. All information provided herein is true and correct to the best of their knowledge.
2. The respondent has read and understands the specifications in their entirety and that the response is made in accordance therewith, and;
3. The respondent possesses the capabilities, resources, and personnel necessary to provide efficient and successful service to the Authority, and;

SECTION 03 - PROPOSAL

4. The respondent agrees to all terms and conditions as provided within the specifications.

Name/Title of Authorized Person Submitting Bid

Firm or Corporation Making Bid

Address

Telephone Fax

Email Address for Contact Person (Remit to address (if different than above))

Signature of Authorized Person Submitting Bid

END OF SECTION 03 - PROPOSAL



APPENDIX A

Minority and Women-Owned Business Enterprise (MWBE) and Equal Employment Opportunity (EEO) Participation Requirements For all NYS Syracuse Regional Airport Authority Contracts and Grants

Authority: Article 15-A of the Executive Law, 5 NYCRR parts 140-144, Appendix A: Standard Clauses for All New York State Contracts and requirements of any federal law concerning opportunities for minority and women-owned business enterprises which effectuate the purposes of Article 15-A.

I. General Provisions

- A.** New York State Executive Law § 310-318, (Article 15-A: Participation by Minority Group Members and Women with Respect to State Contracts – hereinafter “the Statute”), was enacted to promote equality of employment and economic opportunities for minority group members and women in State contracting activities. In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises has a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title “The State of Minority and Women-Owned Business Enterprises: Evidence from New York” (Disparity Study). The report found evidence of statistically significant disparities between the level of participation of minority and women-owned business enterprises in state procurement contracting versus the number of minority and women-owned business enterprises that were ready, willing, and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority and women-owned business enterprise program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that the Syracuse Regional Airport Authority (SRAA) establish goals for maximum feasible participation of New York State Certified minority and women-owned business enterprises (MWBE) and the employment of minority group members and women in the performance of New York State contracts. SRAA fully supports the efforts of the State of New York to promote Equal Employment Opportunity (EEO) for all persons, and to promote equality of economic opportunity for minority group members and women who own business enterprises.
- B.** SRAA is required to implement the provisions of New York State Executive Law Article 15-A and 5 NYCRR Parts 142-144 (MWBE Regulations) for all State contracts as defined therein, with a value: (1) in excess of \$25,000 for labor, services, equipment, materials, or any combination of the foregoing or (2) in excess of \$100,000 for real property renovations and construction. Where deemed appropriate, SRAA will implement the provisions of New York State Executive Law Article 15-A and the MWBE Regulations for all other SRAA contracts. These requirements include equal employment opportunities for minority group members and women (EEO) and contracting opportunities for certified minority and women-owned business enterprises (MWBEs). Contractor’s demonstration of “good faith efforts” pursuant to 5 NYCRR § 142.8 shall be a part of these requirements. These provisions shall be deemed supplementary to, and not in lieu of, the nondiscrimination provisions required by New York State Executive Law Article 15 (the “Human Rights Law”) or other applicable federal, state, or local laws. Contractors participating in and/or selected for procurement opportunities with SRAA shall fulfill their obligations to comply with applicable Federal, State

and Local requirements concerning Equal Employment Opportunity and opportunities for MWBEs including but not limited to the Statute and its implementing regulations as promulgated by New York State's Empire State Development (ESD) Division of Minority and Women's Business Development (DMWBD) and set forth at 5 NYCRR Parts 140-144.

- C. Copies of the required SRAA Forms are identified in this Appendix and available on SRAA's Internet Site at <http://www.syrusraa.com>. The Contractor agrees to complete and submit these forms without change in response to goals specified in the Request for Proposal (RFP) or contract.
- D. Failure to comply with all of the requirements herein may result in a finding of non-responsiveness, non-responsibility and/or breach of contract, leading to the withholding of funds or such other actions, liquidated damages pursuant to Section VII of the Appendix or enforcement proceedings allowed by the Contract.
- E. Further information regarding Article 15-A of the New York State Executive Law and the New York State Minority and Women's Business Enterprise Program is available on the DMWBD internet site at <https://esd.ny.gov/mwbe/programmandate.html>.

II. Contract Goals

- A. For purposes of this procurement, the SRAA hereby establishes an overall goal of **thirty percent (30%)** for Minority and Women-Owned Business Enterprises (MWBE) participation.
- B. For purposes of providing meaningful participation by MWBEs on the Contract and achieving the Contract Goals established in Section II-A hereof, Contractor should reference the directory of New York State Certified MBWEs found at the following internet address:
<https://ny.newnycontracts.com/FrontEnd/VendorSearchPublic.asp>

Additionally, Contractor is encouraged to contact the Division of Minority and Women's Business Development at (518) 292-5250, (212) 803-2414 or (716) 846-8200 to discuss additional methods of maximizing participation by MWBEs on the Contract.

- C. Where MWBE goals have been established herein, pursuant to 5 NYCRR § 142.8, Contractor must document "good faith efforts" to provide meaningful participation by MWBEs as subcontractors and suppliers in the performance of the Contract. In accordance with Section 316-a of Article 15-A and 5 NYCRR § 142.13, the Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such a finding constitutes a breach of contract and the Contractor shall be liable to the SRAA for liquidated or other appropriate damages, as set forth herein.
- D. As a condition of the Contract, the Contractor and SRAA agree to be bound by the provisions of § 316 of Article 15-A of the New York State Executive Law regarding enforcement.
- E. SRAA reserves the right to establish separate and different goals on any State Contract, as identified in the specified procurement. For Guidance on what factors SRAA will consider in determining what goals are appropriate in relation to a specific State Contract, refer to 5 NYCRR § 142.2(a)(1) – (6).

III. Equal Employment Opportunity Requirements

- A. Contractor agrees to be bound by the provisions of Article 15-A and the MWBE Regulations promulgated by the DMWBD. If any of these terms or provisions conflict with applicable laws or regulations, such laws and regulations shall supersede these requirements.
- B. Contractor shall comply with the following provisions of Article 15-A:

1. Contractor and Subcontractors shall undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status. For these purposes, EEO shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff or termination and rates of pay or other forms of compensation.
2. The Contractor shall submit an EEO policy statement to the SRAA within seventy-two (72) hours after the date of the notice by SRAA to award the contract to the Contractor.
3. If Contractor or Subcontractor does not have an existing EEO policy statement, the SRAA may provide the Contractor or Subcontractor a model statement (see SRAA 5000 – Minority/Women-Owned Business Enterprises – Equal Employment Opportunity Policy Statement).
4. The Contractor's EEO policy statement shall include the following language:
 - a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status. The Contractor will undertake or continue existing EEO programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination and shall make and document its conscientious and active efforts to employ and utilize minority group members and women in its workforce.
 - b. The Contractor shall state in all solicitations or advertisements for employees that, in the performance of the contract, all qualified applicants will be afforded equal employment opportunities without discrimination because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status.
 - c. 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, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status and that such union or representative will affirmatively cooperate in the implementation of the Contractor's obligations herein.
 - d. The Contractor will include the provisions of Subdivisions (a) through (c) of this Subsection 4 which provides for relevant provisions of the Human Rights Law, in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the Contract.

C. Staffing Plan - SRAA Form 5001- Equal Employment Opportunity Staffing Plan

To ensure compliance with this section, the Contractor shall submit a staffing plan to document the composition of the proposed workforce to be utilized in the performance of the Contract by the specified categories listed, including ethnic background, gender, and federal occupational categories. Contractors shall complete the Staff Plan Form and submit it as part of their bid or proposal or within a reasonable time, but no later than the time of award of the contract.

D. Workforce Employment Utilization Report (Workforce Report) – SRAA Form 5002 – Equal Employment Opportunity Workforce Employment Utilization/Compliance Report

1. Once a contract has been awarded and during the term of the Contract, Contractor is responsible for updating and providing notice to the SRAA of any changes to the previously submitted Staffing Plan. This information is to be submitted on a quarterly basis during the term of the contract to report the actual workforce utilized in the performance of the contract by the specified categories listed including ethnic

background, gender, and federal occupational categories. The Workforce Report must be submitted to report this information.

2. Separate forms shall be completed by contractor and any subcontractor performing work on the Contract.
 3. In limited instances, Contractor may not be able to separate out the workforce utilized in the performance of the Contract from Contractor's and/or subcontractor's total workforce. When a separation can be made, Contractor shall submit the Workforce Report and indicate that the information provided related to the actual workforce utilized on the Contract. When the workforce to be utilized on the contract cannot be separated out from Contractor's and/or subcontractor's total workforce, Contractor shall submit the Workforce Report and indicate that the information provided is Contractor's total workforce during the subject time frame, not limited to work specifically under the contract.
 4. In the case where the Contractor's and/or subcontractor's workforce does not change within the quarterly period, the Contractor shall notify SRAA in writing.
 5. All forms and reports will be submitted to the SRAA program manager for this contract and forwarded to Tori Hunt at huntt@syraairport.org.
- E. Contractor shall comply with the provisions of the Human Rights Law, and all other state and federal statutory and constitutional non-discrimination provisions. Contractor and subcontractors shall not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

IV. MWBE Requirements

The contractor acknowledges that it is the policy of the State of New York and of SRAA that MWBEs shall be given the opportunity for meaningful participation in the performance of State contracts. Therefore, Contractors agree to make good faith efforts to solicit active participation to meet established goals under this procurement by MWBEs identified in the ESD directory of certified businesses¹.

1. For the purposes of this Appendix A, the question of whether a Contractor has engaged in and documented "Good Faith Efforts" to solicit active participation to meet established goals under this procurement by MWBEs in the performance of State Contracts shall be determined by the SRAA Executive Director or his/her designee, after a thorough consideration of the factors listed in 5 NYCRR § 142.8.
2. The separate MBE and WBE participation goals established by SRAA for this procurement are based on the overall availability of MWBEs that have been certified to perform the specific scope of work identified under this procurement. For compliance purposes, these goals should not be construed as rigid and inflexible quotas which must be met but must be targets reasonably attainable by means of applying every good faith effort to make all aspects of the entire Minority and Women-Owned Business Program work.

¹ All MWBE firms are required to be certified by Empire State Development (ESD) or must be in the process of obtaining certification from ESD. Should the Contractor identify a minority-owned or woman-owned firm that is not currently certified as an MWBE, the Contractor should request that the firm submit a certification application to ESD for an eligibility determination, with a copy to the SRAA MWBE Coordinator. SRAA's MWBE Coordinator will work with ESD to expedite the application; however, it is the responsibility of the Contractor to ensure that a sufficient number of certified MWBE firms have been identified in response to this procurement, in order to facilitate full MWBE participation.

- A. The Contractor represents and warrants that Contractor has submitted the following SRAA forms either prior to, or at the time of, the execution of the contract:
1. M/WBE Subcontractor Utilization Plan (SRAA Form 5003)
 - a. Contractor agrees to use such MWBE Utilization Plan for the performance of MWBEs on the Contract pursuant to the prescribed MWBE goals set forth in Section II-A of this Appendix.
 - b. If a Contractor seeks modification to its previously approved MWBE Subcontractor Utilization Plan, the Contractor shall first notify SRAA in writing of such change and obtain approval from SRAA.
 - c. Contractor further agrees that a failure to submit and/or use such MWBE Utilization Plan shall constitute a material breach of the terms of the Contract. Upon the occurrence of such a material breach, the SRAA shall be entitled to any remedy provided herein, including but not limited to, a finding of Contractor non-responsiveness.
 2. M/WBE Goal Requirements – Certification of Good Faith Efforts (SRAA Form 5004) to achieve the overall prescribed MWBE participation percentage (30%) goals set forth in the procurement.
 3. MWBE Subcontractors’ and/ or Suppliers’ Letter of Intent to Participate (SRAA Form 5007), which should document the names and signatures of certified MBEs and/or WBEs which have agreed to participate as subcontractors on the Contract.

V. Waivers

- A. For Waiver Requests, Contractor should use SRAA Form 5010 MWBE Subcontractor Request for Waiver Form.
- B. If the Contractor, after making good faith efforts, is unable to comply with MWBE goals, the Contractor may submit a request for waiver form documenting good faith efforts by the Contractor to meet such goals. If the documentation included with the waiver request is complete, the SRAA shall evaluate the request and issue a written notice of acceptance or denial within twenty (20) days of receipt.
- C. If the SRAA, upon review of the MWBE Utilization Plan and updated Quarterly MWBE Contractor Compliance Reports, determines that Contractor is failing or refusing to comply with Contract goals and no waiver has been issued in regards to such non-compliance, the SRAA may issue a Notice of Deficiency to the Contractor. The Contractor must respond to the Notice of Deficiency within seven (7) business days of receipt. Such response may include a request for partial or total waiver of MWBE Contract Goals.

VI. MWBE Compliance Reporting

- A. Contractor is required to submit the Subcontractor Quarterly Compliance Report (SRAA Form 5011) to the SRAA by the 10th day following each end of quarter over the term of the Contract documenting the progress made towards achievement of the MWBE goals of the Contract.
- B. All reports will be submitted to the SRAA program manager for this contract and forwarded to Tori Hunt at huntt@syraairport.org.
- C. Failure to timely submit a Subcontractor Quarterly Compliance Report and/or other reports or information as requested by SRAA may result in payments under the contract being delayed until such reports or other information have been received by SRAA.² The SRAA may also deem other noncompliance with requirements under the Statute as a breach of contract and commence any other means of enforcement permitted under the contract and/or by law.

VII. Liquidated Damages – MWBE participation

- A.** Where SRAA determines that Contractor is not in compliance with the requirements of the Contract and Contractor refuses to comply with such requirements, or if Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals, Contractor shall be obligated to pay to the SRAA liquidated damages.
- B.** Such liquidated damages shall be calculated as an amount equaling the difference between: (a) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (b) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.
- C.** Determination of compliance or non-compliance with the Contract's MWBE participation requirements shall be based upon the Contractor's Utilization Plan, MWBE Sub-Contractor Quarterly Reports, and any relevant documentation related thereto. The determination of what constitutes the willful and intentional failure to comply with the MWBE participation requirements will be based upon the evaluation of the same criteria considered in evaluating an MWBE subcontractor waiver request.
- D.** Upon a determination that a willful and intentional failure to comply with the MWBE participation requirements has occurred, the SRAA shall withhold the amount established in paragraph B from any future payments otherwise required by this Contract. All funds being withheld pursuant to this provision shall be offset as liquidated damages upon the expiration or termination of the contract unless the Contractor comes into compliance with the MWBE requirements at any time during the term of the Contract but prior to the submission of a request for final payment on the contract. All payments withheld pursuant to this provision shall be released upon SRAA's determination that the Contractor has come into compliance.
- E.** In the event a determination has been made which requires the payment of liquidated damages and such identified sums have not been withheld by the SRAA, Contractor shall pay such liquidated damages to the SRAA within sixty (60) days after they are assessed by the SRAA unless prior to the expiration of such sixtieth day, the Contractor has filed a complaint with the Director of the Division of Minority and Woman Business Development pursuant to Subdivision 8 of Section 313 of the Executive Law in which event the liquidated damages shall be payable if Director renders a decision in favor of the SRAA.

² Contractors may be requested to provide additional Compliance Reports and information (i) to verify payments made to MWBEs, (ii) to verify MWBE utilization and/or, (iii) as needed to evaluate any other aspect of Contractor compliance with the requirements set forth herein.

VIII. Sanctions

SRAA reserves the right to impose sanctions following a determination of non-compliance by a Contractor. Sanctions may be imposed upon the Contractor whenever EEO and/or MWBE program requirements have not been met in a timely and effective manner. Any/all of the following sanctions may be imposed:

- Disallowance of costs associated with such noncompliance.
- Initiation of procedures to suspend or terminate the grant or contract.
- Withholding of progress payments until such time as corrective actions have been undertaken by the Contractor to the satisfaction of SRAA.
- Deleting Contractor's name from bid lists for a specified period of time to be determined in the sole discretion of SRAA.
- Report Contractor as non-responsible to NYS OSC Vendor Responsibility System; and
- Other sanctions of which a Contractor has notice in writing prior to or during the performance of a contract.



APPENDIX B

Service-Disabled Veteran Enterprise (SDVE) Participation Requirements For all NYS Syracuse Regional Airport Authority Contracts and Grants

Authority: Article 17-B of the Executive Law, 9 CRR-NY G I 252, Standard Clauses for All New York State SRAA Contracts and requirements of any federal law concerning opportunities for service-disabled veteran enterprises which effectuate the purposes of Article 17-B.

I. General Provisions

The Division of Service-Disabled Veterans' Business Development (DSDVBD) is housed within the New York State Office of General Services and is tasked with promoting and encouraging the continuing economic development of Service-Disabled Veteran-Owned Businesses (SDVOBs). Through the DSDVBD, the State of New York aims to assist service-disabled veterans in playing a greater role in the economy of the state and to provide additional assistance and support to disabled veterans to better equip them to form and expand small businesses, thereby enabling them to realize the American dream they fought to protect. New York State Executive Law [Article 17-B](#) governs requirements for the participation of SDVOBs in New York State contracting. The objective of Article 17-B is to expand opportunities for SDVOBs, primarily through increased participation in New York State contracting.

Key Objectives of the DSDVBD:

- To encourage and assist State agencies and authorities that are engaged in contracting activities to award a share of State contracts to SDVOBs.
- To review applications by businesses seeking certification as a SDVOB and to maintain a directory of NYS Certified SDVOBs.
- To promote the business development of SDVOBs through education and outreach to agencies, authorities, non-profit organizations, independent contractors, and SDVOBs.
- To collect, review, monitor, and report on data pertaining to the utilization of SDVOBs by NYS agencies and authorities.
- To ensure continued progress toward the statewide SDVOB utilization goal of 6% established by New York State Executive Law [Article 17-B](#).

II. Guidelines

Article 17-B of the Executive Law enacted in 2014 acknowledges that Service-Disabled Veteran-Owned Businesses (SDVOBs) strongly contribute to the economies of the State and the nation. As defenders of our nation and in recognition of their economic activity in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the contract. Such partnering may be a subcontractors, suppliers, protégés or other supporting roles. SDVOBs can be readily identified on the directory of certified businesses at: http://ogs.ny.gov/Core/docs/CertifiedNYS_SDVOB.pdf.

Bidders/proposers need to be aware that all authorized users of this contract will be strongly encouraged to maximum extent practical and consistent with legal requirements of the State Finance Law and the Executive Law to use responsible and responsive SDVOBs in purchasing and utilizing commodities, services and technology that are of equal quality and value.

III. Contract Goals

Where practical, feasible and appropriate, State agencies shall seek to achieve a **6% goal** on all State contracts for service-disabled veteran-owned business enterprises.

Where SDVE goals have been established herein, Contractor must document “good faith efforts” to provide meaningful participation by SDVEs as subcontractors or suppliers in the performance of the Contract. The Contractor acknowledges that if Contractor is found to have willfully and intentionally failed to comply with the SDVE participation goals set forth in the Contract, such a finding constitutes a breach of contract, and the Contractor shall be liable to the SRAA for liquidated or other appropriate damages.

IV. List of NYS Certified Service-Disabled Veteran Owned Businesses

The DSDVBD maintains a [Directory of NYS Certified SDVOBs](#). The directory is updated regularly with the addition of any newly certified SDVOBs or necessary changes requested by the listed SDVOBs or DSDVBD staff. State personnel and other interested parties may contact the DSDVBD and request they be added to a distribution list to receive the directory and its regular updates via email. A directory of NYS Certified SDVOBs is also posted on the OGS website at <https://ogs.ny.gov/Core/SDVOBA.asp>.

Options for the Use of SDVOBs

Agency and authority personnel have three primary options for using NYS Certified SDVOBs in their contracting/purchasing activities. It is the responsibility of each agency and authority to determine which option, or combination of options, can best achieve the agency-specific goals described in their master goal plan.

1. **SDVOB set asides:** Set asides permit the reservation in whole or in part of certain procurements by State agencies for SDVOBs when more than one NYS Certified SDVOB is available and can provide the necessary construction, construction services, technology, commodities, products, and other classifications to meet state agencies’/authorities’ form, function, and utility. SDVOB set-asides shall be assessed for M/WBE participation goals pursuant to article 15-A of the Executive Law. For more information about set-asides, see [Participation by Service-Disabled Veterans with Respect to State Contracts through Set Asides](#) or contact the DSDVBD.
2. **SDVOB Contract Goal Setting:** A required percentage of SDVOB participation may be placed on qualified procurements. Any contract that conforms to the definition of state contract as described in the [rules and regulations](#) of the SDVOB program (9 CRR-NY G I 252), unless exempt or excluded, may be assessed for SDVOB participation goals. SDVOB participation goals shall be in addition to any M/WBE goals established pursuant to article 15-A of the Executive Law.
3. **SDVOB Discretionary Purchasing:** NYS Certified SDVOB vendors may be chosen when making discretionary purchases. Discretionary purchases are procurements made below statutorily established monetary levels and at the discretion of the agency, without the need for a formal competitive procurement process. For more information about discretionary purchasing, see the NYS Procurement Council [Discretionary Purchasing Guidelines](#).

V. SDVE Utilization Plans

Contractors shall submit utilization plans for achieving contract goals established for the participation of certified service-disabled veteran owned business enterprises performing commercially useful functions in relation to State contracts. A form for the utilization plan shall be provided by the State agency to the contractor for any request for bids, proposals, or qualifications, or negotiated contracts, for which contract goals are established with:

MINORITY/WOMEN-OWNED BUSINESS ENTERPRISES –
EQUAL EMPLOYMENT OPPORTUNITY POLICY STATEMENT

M/WBE AND EEO POLICY STATEMENT

I, _____, the (awardee/contractor) _____ agree to adopt the following policies with respect to the project being developed or services rendered at _____

This organization will require its contractors and subcontractors to take good faith actions to achieve the M/WBE contract participation goals and provide Equal Employment Opportunities set by NYS SRAA for the State-funded project by taking the following steps:

M/WBE

- (1) Actively and affirmatively solicit bids for contracts and subcontracts from qualified State certified MBEs or WBEs, including solicitations to M/WBE contractor associations.
- (2) Request a list of State-certified M/WBEs from SRAA and solicit bids from them directly.
- (3) Ensure that plans, specifications, request for proposals and other documents used to secure bids will be made available in sufficient time for review by prospective M/WBEs.
- (4) Where feasible, divide the work into smaller portions to increase participation by M/WBEs and encourage the formation of joint ventures and other partnerships among M/WBE contractors to encourage their participation.
- (5) Document and maintain records of bid solicitation, including those to M/WBEs and the results thereof. The Contractor will also maintain, or, where appropriate, require its subcontractors to maintain and submit, as required by SRAA, records of actions that its subcontractors have taken toward meeting M/WBE contract participation goals.
- (6) Ensure that project payments to M/WBEs are made on a timely basis so that undue financial hardship is avoided, and that bonding and/or other credit requirements may, in the sole discretions of SRAA, be waived and/or appropriate alternatives are developed to encourage M/WBE participation.
- (7) This organization will include the provisions of sections (1) through (6) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

EEO

- (a) This organization will not discriminate against any employee or applicant for employment because of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status predisposing genetic characteristics, victim of domestic violence status, or marital status, will undertake or continue existing programs of affirmative action to ensure that minority group members are afforded equal employment opportunities without discrimination, and 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.
- (b) This organization shall state in all solicitation 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, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status.
- (c) At the request of the contracting agency, this organization shall request that each employment agency, labor union, or authorized representative will not discriminate on the basis of race, religion/creed, color, national origin, sex, age, disability, sexual orientation, military status, predisposing genetic characteristics, victim of domestic violence status or marital status, and that such union or representative will affirmatively cooperate in the implementation of this organization’s obligations herein.
- (d) This organization will include the provisions of sections (a) through (c) of this agreement in every subcontract in such a manner that the requirements of the subdivisions will be binding upon each subcontractor as to work in connection with the State contract.

Agreed to this _____ day of _____, 2_____

By _____

Print: _____ Title: _____

Minority/Women Business Enterprise Liaison

_____ is designated as the Minority/Women Business Enterprise Liaison
(Name of Designated Liaison)

responsible for administering the Minority and Women-Owned Business Enterprises-Equal Employment Opportunity (M/WBE-EEO) program.

(Authorized Representative)

Title:

Date:

Contact:

Contact:

EQUAL EMPLOYMENT OPPORTUNITY STAFFING PLAN

Submit with Bid or Proposal - Instructions on page 2

Solicitation/Program Name:	Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Name:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor Subcontractor's name _____
Offeror's Address:	

Enter the total number of employees for each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male	Total Female	White		Black		Hispanic		Asian		Native American		Disabled		Veteran	
		(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Service Maintenance Workers																	
Office/Clerical																	
Skilled Craft Workers																	
Paraprofessionals																	
Protective Service Workers																	
Totals																	

Prepared by (Signature):	Telephone Number:	Date:
Name and Title of Preparer (Print or Type)	Email Address:	

Submit Completed with Bid or Proposal

SRAA – 5001 Instructions

General Instructions for Form SRAA - 5001: All Offerors and each subcontractor identified in the bid or proposal must complete an EEO Staffing Plan (04-10) and submit it as part of the bid or proposal package. Where the work force to be utilized in the performance of the State contract can be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form only for the anticipated work force to be utilized on the State contract. Where the work force to be utilized in the performance of the State contract cannot be separated out from the contractor's or subcontractor's total work force, the Offeror shall complete this form for the contractor's or subcontractor's total work force.

Instructions for completing:

1. Enter the Solicitation number or RFP number that this report applies to along with the name and address of the Offeror.
2. Check off the appropriate box to indicate if the Offeror completing the report is the contractor or a subcontractor.
3. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Offerors' total work force.
4. Enter the total work force by EEO job category.
5. Break down the total work force by gender and enter under the heading 'Work force by Gender.'
6. Break down the total work force by race/ethnic background and enter under the heading 'Work force by Race/Ethnic Identification.'
Contact the Designated Contacts(s) for the solicitation if you have any questions.
7. Enter information on disabled or veterans included in the work force under the appropriate headings.
8. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- BLACK – A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- HISPANIC – A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- ASIAN & PACIFIC ISLANDER – A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.
- NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- DISABLED INDIVIDUAL – Any person who: has a physical or mental impairment that substantially limits one or more major life activity (ies), has a record of such an impairment, or is regarded as having such an impairment.
- VIETNAM ERA VETERAN – A veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- GENDER

EQUAL EMPLOYMENT OPPORTUNITY WORKFORCE EMPLOYMENT UTILIZATION/COMPLIANCE REPORT

Contract No.:	Reporting Entity: <input type="checkbox"/> Contractor <input type="checkbox"/> Subcontractor	Report Period: <input type="checkbox"/> January 1, 20__ to March 31, 20__ <input type="checkbox"/> April 1, 20__ to June 30, 20__ <input type="checkbox"/> July 1, 20__ to September 30, 20__ <input type="checkbox"/> October 1, 20__ to December 20__
Offeror's Name:		Report includes: <input type="checkbox"/> Work force to be utilized on this contract <input type="checkbox"/> Contractor/Subcontractor's total work force
Offeror's Address:		

Enter the total number of employees in each classification in each of the EEO-Job Categories identified

EEO-Job Category	Total Work Force	Work force by Gender		Work force by Race/Ethnic Identification													
		Total Male	Total Female	White		Black		Hispanic		Asian		Native American		Disabled		Veteran	
		(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)	(M)	(F)
Officials/Administrators																	
Professionals																	
Technicians																	
Service Maintenance Workers																	
Office/Clerical																	
Skilled Craft Workers																	
Paraprofessionals																	
Protective Service Workers																	
Totals																	

Prepared by (Signature):	Telephone Number:	Date:
Name and Title of Preparer (Print or Type)	Email Address:	

Email completed form to M/WBE Program Unit:
 Tori Hunt - huntt@syraairport.org
 Ed Wilson - ewilson@omni-ops.com

SRAA – 5002 Instructions

General Instructions for Form SRAA - 5002: The work force utilization/compliance report is to be submitted on a quarterly basis during the life of the contract to report the actual work force utilized in the performance of the contract broken down by the specified categories. When the work force utilized in the performance of the contract can be separated out from the contractor's or subcontractor's total work force; the contractor or subcontractor shall submit a Utilization Report of the work force utilized on the contract. When the work force to be utilized on the contract cannot be separated out from the contractor's or subcontractor's total work force, information on the contractor's total work force shall be included in the Utilization Report. Utilization reports are to be completed each quarter and submitted to SRAA within 15 days of the end of each quarter. If there are no changes to the work force utilized on the contract during the reporting period, the contractor can submit a written statement of no change or submit a copy of the previously submitted report with the date and reporting period updated.

Instructions for completing:

1. Enter the number of the contract that this report applies to along with the name and address of the contractor preparing the report.
2. Check off the appropriate box to indicate if the entity completing the report is the contractor or a subcontractor.
3. Check off the box that corresponds to the reporting period for this report.
4. Check off the appropriate box to indicate if the work force being reported is just for the contract or the Contractor's total work force.
5. Enter the total work force by EEO job category.
6. Break down the total work force by gender and enter under the heading "Work force by Gender."
7. Break down the total work force by race/ethnic background and enter under the heading "Work force by Race/Ethnic Identification."
8. Enter information on any disabled or veteran employees included in the work force under the appropriate heading.
9. Enter the name, title, phone number and email address for the person completing the form. Sign and date the form in the designated boxes.

RACE/ETHNIC IDENTIFICATION

Race/ethnic designations as used by the Equal Employment Opportunity Commission do not denote scientific definitions of anthropological origins. For the purposes of this report, an employee may be included in the group to which he or she appears to belong, identifies with, or is regarded in the community as belonging. However, no person should be counted in more than one race/ethnic group. The race/ethnic categories for this survey are:

- WHITE - (Not of Hispanic origin) All persons having origins in any of the original peoples of Europe, North Africa, or the Middle East.
- BLACK – A person, not of Hispanic origin, who has origins in any of the black racial groups of the original peoples of Africa.
- HISPANIC – A person of Mexican, Puerto Rican, Cuban, Central or South American or other Spanish culture or origin, regardless of race.
- ASIAN & PACIFIC ISLANDER – A person having origins in any of the original peoples of the Far East, Southeast Asia, the Indian subcontinent, or the Pacific Islands.
- NATIVE INDIAN (NATIVE AMERICAN/ALASKAN NATIVE - A person having origins in any of the original peoples of North America, and who maintains cultural identification through tribal affiliation or community recognition.

OTHER CATEGORIES

- DISABLED INDIVIDUAL – Any person who: has a physical or mental impairment that substantially limits one or more major life activity (ies), has a record of such an impairment, or is regarded as having such an impairment.
- VIETNAM ERA VETERAN – A veteran who served at any time between and including January 1, 1963 and May 7, 1975.
- GENDER

M/WBE GOAL REQUIREMENTS CERTIFICATION OF GOOD FAITH EFFORTS

Contractors (to include those who submit bids/proposals in an effort to be selected for contract award as well as those successful bidders/proposers with whom SRAA enters into State contracts) must document “good faith efforts” to provide meaningful participation by New York State Certified M/WBE subcontractors or suppliers/vendors in the performance of this contract.

The undersigned hereby acknowledges that he/she took or may need to take the following actions on behalf of the Contractor to demonstrate, and upon request by SRAA, to provide written verification to document the aforesaid good faith efforts:

- (a) The Contractor attended any pre-bid, pre-award, or other meetings scheduled by the contracting agency or the NYS Department of Economic Development or its designee to inform certified minority- or women-owned business enterprises of contracting and subcontracting opportunities available on the project, for purposes of complying with contract participation goal requirements.
- (b) The Contractor identified economically feasible units of the project that could be contracted or subcontracted to certified minority- and women-owned business enterprises in order to increase the likelihood of participation by such enterprises on the contract.
- (c) The Contractor undertook efforts to reasonably structure the contract scope of work for purposes of subcontracting with certified minority- and women-owned business enterprises.
- (d) The Contractor advertised in a timely fashion and in appropriate general circulation, trade, and minority- and women-oriented publications, if any, concerning the contracting or subcontracting opportunity.
- (e) The Contractor made written solicitations in a timely fashion to a reasonable number of certified minority- and women-owned business enterprises identified from current certified lists of such business enterprises provided or maintained by the NYS Empire State Development’s Division of Minority and Women Owned Business Development, or its designee, of the contracting or subcontracting opportunity. The directory of certified businesses can be viewed at:
<http://esd.ny.gov/index.html>
- (f) The Contractor can document if any timely responses to any such advertisements and solicitations were provided by certified minority- and women-owned business enterprises.
- (g) The Contractor followed-up initial solicitations by contacting the enterprises to determine whether the enterprises were interested in such contracting or subcontracting opportunity.
- (h) The Contractor provided interested certified minority- and women-owned business enterprises in a timely fashion with adequate information about the plans, specifications or terms and conditions of the State contract and requirements for the contracting or subcontracting opportunity so as to prepare an informed response to a contractor solicitation.
- (i) The Contractor submitted a completed, acceptable utilization plan in accordance with applicable requirements to meet goals for participation of certified minority- and women-owned business enterprises established in the State contract.
- (j) The Contractor used the services of community organizations, contractor groups, state and federal business assistance offices and other organizations identified by the NYS Department of Economic Development or its designee that provide assistance in the recruitment and placement of minority- and women-owned business enterprises.

(k) The Contractor negotiated in good faith with certified minority- and women-owned business enterprises submitting bids, proposals, or quotations and did not, without justifiable reason, reject as unsatisfactory any bids, proposals or quotations prepared by any certified minority- or women-owned business enterprise. "Good faith" negotiating means engaging in good faith discussions with certified minority- or women-owned business enterprises about the nature of the work, scheduling, requirements for special equipment, opportunities for dividing of work among the bidders, proposers, and various subcontractors and the bids of the minority- or women-owned businesses, including sharing with them any cost estimates from the request for proposal or invitation to bid documents, if available; and,

(l) The Contractor undertook efforts to make payments for any work performed by certified minority- and women- owned business enterprises in a timely fashion so as to facilitate continued performance by certified minority- and women-owned business enterprises.

Signature Date

Print Name

Title

Company

Contract Number

Program/Solicitation Name

M/WBE COVER LETTER

RFP # _____

Minority & Woman-Owned Business Enterprise Requirements

NAME OF FIRM: _____

In accordance with the provisions of Article 15-A of the NYS Executive Law, 5 NYCRR Parts 140-144, Section 163 (6) of the NYS Finance Law and Executive Order #8 and in fulfillment of the Syracuse Regional Airport Authority (SRAA) policies governing Equal Employment Opportunity and Minority and Women-Owned Business Enterprise (M/WBE) participation, it is the intention of the SRAA to provide real and substantial opportunities for certified Minority and Women-Owned Business Enterprises on all State contracts. It is with this intention the SRAA has assigned M/WBE participation goals to this contract.

In an effort to promote and assist in the participation of certified M/WBEs as subcontractors and suppliers on this project for the provision of services and materials, the bidder is required to comply with SRAA's participation goals through one of the three methods below. Please indicate which one of the following is included with the M/WBE Documents Submission.

- Full Participation – No Request for Waiver (PREFERRED)
- Partial Participation – Partial Request for Waiver
- No Participation – Request for Complete Waiver

By my signature on this Cover Letter, I certify that I am authorized to bid the Bidder's firm contractually

Print or Type Name of Authorized Representative of the Firm

Print or Type Title/Position of Authorized Representative of the Firm

Signature

Date

CONTRACTOR BID SOLICITATION LETTER

Contract #: _____

County: _____

Project Title: _____

Dear MBE/WBE:

We are the low bidder on Project/Contract # _____ which involves [type of contract(s)] _____ in the _____ of New York. We are currently soliciting bid quotations or proposals from NY State certified M/WBE firms for any tasks of the work contained in this contract. The specialty items contained include the following:

Item(s)	Description	Quantity	Projected Start Date

The Workplan and specifications are currently available at our office for your review. If you are interested in participation on this project, please complete and submit a copy of the MBE/WBE Contractor Participation Bid/Proposal (SRAA - 5008) no later than thirty (30) days from the (due date)

_____.

If you need additional information and assistance, or need to review the Work Plan and specifications, please contact (authorized representative) of our office at (telephone).

In the event that you cannot bid on this contract please complete the attached Minority/Women's Contractor Unavailability Certification Form (SRAA - 5009).

Thank you for your interest as we look forward to a successful project. Sincerely,

MINORITY/WOMEN OWNED BUSINESS ENTERPRISE (M/WBE) M/WBE
 SUBCONTRACTORS AND or
 SUPPLIERS LETTER OF INTENT TO PARTICIPATE

PRIME CONTRACTOR	
Contractor:	Federal ID
Address:	Telephone:
Proposal/Contract Number:	

M/WBE SUBCONTRACTOR/SUPPLIER INFORMATION	
M/WBE Business Name:	Federal ID Number:
Address:	Telephone:
Designation: <i>(Check any that Apply)</i>	
<input type="checkbox"/> MBE - Subcontractor	<input type="checkbox"/> WBE - Subcontractor
<input type="checkbox"/> MBE - Supplier	<input type="checkbox"/> WBE - Supplier
Are you a New York State Certified M/WBE?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Joint Venture Section: <i>(Complete only if you are in a Joint Venture)</i>	
Name:	
Address:	
Federal ID#:	
Telephone:	<input type="checkbox"/> MBE <input type="checkbox"/> WBE

WORK/SERVICES to be PROVIDED BY M/WBE SUBCONTRACTOR/SUPPLIER	
Proposal Contract Start Date:	Proposal Contract End Date:
Work/Services to be Performed:	Cost:
Materials/Supplies to be Purchased:	Cost:
Dates Supplies Ordered:	Date Supplies Delivered:

The above work will not be further subcontracted without the express written permission of the contractor and notification of the Office. The undersigned will enter into a formal agreement for the above work with the contractor ONLY upon the Contractor's execution of a contract with the Office.

Signature of M/WBE Contractor: _____

Printed/Typed Name of M/WBE Contractor: _____

Date: _____

INSTRUCTIONS FOR M/WBE SUBCONTRACTORS AND SUPPLIERS' LETTER

This form is to be submitted with bid attached to the Subcontractor's Information Form in a sealed envelope for each certified Minority or Women-Owned Business enterprise the Bidder/Awardee/Contractor proposes to utilize as subcontractors, service providers or suppliers.

If the MBE or WBE proposed for portion of this proposal/contract is part of a joint or other temporarily formed business entity of independent business entities, the name and address of the joint venture or temporarily formed business should be indicated.

M/WBE CONTRACTOR UNAVAILABILITY CERTIFICATION

Project/Contract # _____

I, _____
(Principal or Prime Consultant/Contractor)

_____ of _____ (Title)
(Name of Consultant's/Contractor's Firm)

_____ (Address)

_____ (Telephone Number)

I certify that on (Date) _____ I contacted the following New York State Certified Minority/Women Business Enterprises by registered mail to obtain bids for work to be performed on the above-mentioned contract.

List the names of M/WBEs and type of work that bids were requested

- _____
- _____
- _____

To the best of my knowledge and belief, said New York State Certified Minority/Women Business Enterprise contractor(s) was unavailable for work on this project, or unable to prepare a bid for the following reasons: Please check appropriate reasons given by each MBE/WBE firm contacted above.

_____ Did not have the capability to perform the work

_____ Contract too small

_____ Remote location.

_____ Received solicitation notices too late.

_____ Did not want to work for this contractor

_____ Other (Give reason) _____

Signature of Prime Consultant/Contractor

REQUIREMENTS AND DOCUMENT SUBMISSION INSTRUCTIONS

When completing the Request for Waiver Form (SRAA – 5010) please check all boxes that apply. To be considered, the Request for Waiver Form must be accompanied by documentation for items 1 – 11, as listed below. If box # 3 has been checked above, please see item 11. Copies of the following information and all relevant supporting documentation must be submitted along with the request:

1. A statement setting forth your basis for requesting a partial or total waiver.
2. The names of general circulation, trade association, and M/WBE-oriented publications in which you solicited certified M/WBEs for the purposes of complying with your participation goals.
3. A list identifying the date(s) that all solicitations for certified M/WBE participation were published in any of the above publications.
4. A list of all certified M/WBEs appearing in the NYS Directory of Certified Firms that were solicited for purposes of complying with your certified M/WBE participation levels.
5. Copies of notices, dates of contact, letters, and other correspondence as proof that solicitations were made in writing and copies of such solicitations, or a sample copy of the solicitation if an identical solicitation was made to all certified M/WBEs.
6. Provide copies of responses made by certified M/WBEs to your solicitations.
7. Provide a description of any contract documents, plans, or specifications made available to certified M/WBEs for purposes of soliciting their bids and the date and manner in which these documents were made available.
8. Provide documentation of any negotiations between you, the Offeror/Contractor, and the M/WBEs undertaken for purposes of complying with the certified M/WBE participation goals.
9. Provide any other information you deem relevant which may help us in evaluating your request for a waiver.
10. Provide the name, title, address, telephone number, and email address of offeror/contractor's representative authorized to discuss and negotiate this waiver request.
11. Copy of notice of application receipt issued by Empire State Development (ESD).

Note:

Unless a Total Waiver has been granted, Offeror/Contractor will be required to submit all reports and documents pursuant to the provisions set forth in the Contract, as deemed appropriate by the contracting entity, to determine M/WBE compliance.

Contractor Quarterly Compliance Report

INSTRUCTIONS: Beginning ten days following the end of the first calendar quarter (March 31st, June 30th, September 30th, and December 31st) after a contract is awarded; Quarterly Compliance

Expenditure Code: C- Commodities, SC - Services/Consultants, CC - Construction Consultants, CN - Construction, GM - Grants Material/Equipment, GC -Grants in Construction, GS - Grants in Services/Consultants

Contract Number: Contractor:	Reporting Period: From: ____/____/____ To: ____/____/____	M/WBE Goal MBE % WBE % M/WBE %
-------------------------------------	---	--

A	B	C	D
Amount of Actual Expenditures in Reporting Period	Minority-Owner Business Enterprise (MBE)Subcontracting Expenditures in Reporting Period	Women-Owned Business Enterprise (WBE)Subcontracting Expenditures in Reporting Period	Dual Minority and Women-OwnedBusiness Enterprise (MWBE) Subcontracting Expenditures in Reporting Period
\$	\$	\$	\$
(If none, enter 0)	(If none, enter 0)	(If none, enter 0)	(If none, enter 0)

Payee ID	Payee Name, Address, City, Zip	Service Location	MBE or WBE or Dual MWBE	Expenditure Code	Product Code	Amount

Name and Title of Preparer (Print or Type):	Telephone No.:	Email Address:
Quarterly reports should be submitted to your contract manager.	For Agency Use Only	
	Reviewed By:	Date:

INSTRUCTIONS:

List all M/WBEs used during the quarter, providing all requested information in appropriate columns. In the event that an M/WBE is used more than one time during a quarter, list the M/WBE only once for each expenditure category. Use the Expenditure Code defined at the top of the form to indicate the category of expenditures for which the M/WBE was used.

TOTALS FOR REPORT PERIOD

Column A Total Amount of Actual Expenditures in Report Period: Enter the amount (\$) for each Expenditure Code made during report period under this contract.

Column B MBE Subcontracting Expenditures: Enter the amount for each Expenditure Code with registered Minority Owned Business Enterprises made during the report period under this contract.

Column C WBE Subcontracting Expenditures: Enter the amount of expenditures for each Expenditure Code with registered Women Owned Business Enterprises made during the report period under this contract.

Column D MWBE Dual Subcontracting Expenditures: Enter the amount of expenditures for each Expenditure Code with registered Minority and Women Owned Business Enterprises made during the report period under this contract.

Use the following codes in the Product Code column to indicate the category of work for which the M/WBE was utilized:

PRODUCT CODE KEY:

A	Agriculture/Landscaping (e.g., all forms of landscaping services)
B	Mining (e.g., Geological investigation)
C	Construction
C15	Building Construction – General Contractors
C16	Heavy Construction (e.g., highway, pipe laying)
C17	Special Trade Contractors (e.g., plumbing, heating, electrical, carpentry)
D	Manufacturing (production of goods)
E	Transportation, Communication and Sanitary Services (e.g., Delivery services, warehousing, broadcasting and cable systems)
F/G	Wholesale/Retail Goods (e.g., gravel, hospital supplies and equipment, food stores, computer stores, office supplies)
G52	Construction Materials (e.g., lumber, paint, lawn supplies)
H	Financial, Insurance and Real Estate Services
I	Services
I73	Business Services (e.g., copying, advertising, secretarial, janitorial, rental services of equipment, computer programming, security services)
I80	Health Services
I81	Legal Services
I82	Educational Services (e.g., AIDS education, automobile safety, tutoring, public speaking)
I83	Social Services (e.g., counselors, vocational training, child care)
I87	Engineering, architectural, accounting, research, management and related services

SRAA - 5011

Expenditure: An expenditure is an actual payment which has been made by an agency, either through the Office of the State Comptroller or by the agency's finance office directly, including subcontractor/supplier payments made by a prime contractor and verified by the agency.

Grants: For the purposes of this report, grants are monies dispensed by a contracting governmental agency to a person or institution to accomplish a public purpose authorized by law. According to Article 15-A, grants are considered to be State contracts. For the purpose of compliance reporting, the recipient of the grant is considered to be the "contractor". These contracts are subject to MWBE goals and reported in the same fashion as any other contract. Grant dollars expended should be reported on the form most appropriate for the majority of the grant (e.g. If the grant dollars are generally spent for construction, the monies should be reported on the construction form; if for training, the monies should be reported on the services/consultant form).

Not-for-Profit: An entity organized as a not-for-profit corporation pursuant to State Law, according to Article 15-A, not-for-profit entities are considered to be "contractors". These contractors are subject to MWBE goals and should be treated and reported in the same fashion as any other contractor. The expenditure of dollars by a not-for-profit entity should be reported on the form most appropriate to the majority of the funding (e.g. if the dollars are generally spent to provide training and/or rehabilitation services, then the monies should be reported on the services/consultant form; if the expenditures are made on a contract for low- income housing, the dollars should be reported on the construction form).

Subcontractor:

- a) For construction, a subcontract is any portion of the contract or any service performed or supplies provided relative to that contract by any party other than the prime contractor;
- b) For commodities and consultant/services, a subcontract is that portion of the total value of a contract portioned out to another consultant/individual or vendor. This is also known as second tier spending;
- c) For grants/not-for-profits contracts, a subcontract is that portion of funding expended for supplies, equipment, printing, consultants, trainers, services etc.
- d) It is important to provide all information as requested or credit may not be allowed.
- e) It is critical that you provide the detailed information requested on the CONTRACTOR QUARTERLY COMPLIANCE REPORT. List each M/WBE firm you have included in the MBE and WBE totals (for prime and subcontract expenditures) in each expenditure category. Missing information may result in the firm/dollars not counting toward agency MWBE participation goals.

SDVOB UTILIZATION PLAN

Initial Plan Revised plan Contract/Solicitation # _____

INSTRUCTIONS: This Utilization Plan must contain a detailed description of the supplies and/or services to be provided by each NYS **Certified** Service-Disabled Veteran-Owned Business (SDVOB) under the contract. By submission of this Plan, the Bidder/Contractor commits to making good faith efforts in the utilization of SDVOB subcontractors and suppliers as required by the SDVOB goals contained in the Solicitation/Contract. Making false representations or providing information that shows a lack of good faith as part of, or in conjunction with, the submission of a Utilization Plan is prohibited by law and may result in penalties including, but not limited to, termination of a contract for cause, loss of eligibility to submit future bids, and/or withholding of payments. Firms that do not perform commercially useful functions may not be counted toward SDVOB utilization. Attach additional sheets if necessary.

BIDDER/CONTRACTOR INFORMATION		SDVOB Goals In Contract	
Bidder/Contractor Name:	NYS Vendor ID:	%	
Bidder/Contractor Address (Street, City, State and Zip Code):			
Bidder/Contractor Telephone Number:	Contract Work Location/Region:		
Contract Description/Title:			

CONTRACTOR INFORMATION			
Prepared by (Signature):	Name and Title of Preparer:	Telephone Number:	Date:
Email Address:			

If unable to meet the SDVOB goals set forth in the solicitation/contract, bidder/contractor must submit a request for waiver on the SDVOB Waiver Form.

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed description of work to be provided by subcontractor/supplier:			

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			

Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %

FOR [Agency] USE ONLY			
[Agency] Authorized Signature:	Accepted	Accepted as Noted	Notice of Deficiency
NAME (Please Print):	SDVOB %/\$	Date Received:	Date Processed:
Comments:			
NYS CERTIFIED SDVOB SUBCONTRACTOR/SUPPLIER INFORMATION: The directory of New York State Certified SDVOBs can be viewed at: https://ogs.ny.gov/Veterans/Docs/CertifiedNYS_SDVOB.pdf Note: All listed Subcontractors/Suppliers will be contacted and verified by [Agency].			

ADDITIONAL SHEET

Bidder/Contractor Name:	Contract/Solicitation # _____
--------------------------------	--------------------------------------

SDVOB Subcontractor/Supplier Name:			
Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			

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Please identify the person you contacted:	Federal Identification No.:	Telephone No.:	
Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
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Address:	Email Address:		
Detailed Description of work to be provided by subcontractor/supplier:			
Dollar Value of subcontracts/supplies/services (When \$ value cannot be estimated, provide the estimated % of contract work the SDVOB will perform): \$ _____ or _____ %			

APPLICATION FOR WAIVER OF SDVOB PARTICIPATION GOAL

(Must be submitted before requesting final payment on the Contract)

Section 1: Basic Information	
Contractor's Name:	Federal Identification Number:
Street Address:	E-Mail Address:
City, State, Zip Code:	Telephone: () -
Contract Number:	SDVOB CONTRACT GOALS
	%

Section 2: Type of SDVOB Waiver Requested			
Total	Partial	If partial waiver, please enter the revised SDVOB percentage:	%
Please explain the reason for the waiver request:			
<input type="checkbox"/> <input type="checkbox"/>			

Section 3: Supporting Documentation
<p>Provide the following documentation as evidence of your good faith efforts to meet the SDVOB goals set forth in the contract and in support of your waiver application:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Attachment A. Copies of solicitations to SDVOBs and any responses thereto. <input type="checkbox"/> Attachment B. Explanation of the specific reasons each SDVOB that responded to Bidders/Contractors' solicitation was not selected. <input type="checkbox"/> Attachment C. Dates of any pre-bid, pre-award or other meetings attended by Contractor, if any, scheduled by [Agency] with certified SDVOBs whom [Agency] determined were capable of fulfilling the SDVOB goals set forth in the contract. <input type="checkbox"/> Attachment D. Information describing the specific steps undertaken to reasonably structure the contract scope of work for the purpose of subcontracting with, or obtaining supplies from, certified SDVOBs. <input type="checkbox"/> Attachment E. Other information deemed relevant to the request.

Section 4: Signature and Contact Information		
<p>By signing and submitting this form, the contractor certifies that a good faith effort has been made to promote SDVOB participation pursuant to the SDVOB requirements set forth under the solicitation or Contract. Failure to submit complete and accurate information may result in a finding of noncompliance, non-responsibility, and a suspension or termination of the contract.</p>		
<table border="1"> <tr> <td>Prepared By: (Signature)</td> <td>Date:</td> </tr> </table>	Prepared By: (Signature)	Date:
Prepared By: (Signature)	Date:	
Name and Title of Preparer (Print or Type)		

For [AGENCY] Use Only

Reviewed By:

Date:

Decision:

Full SDVOB waiver granted

Partial SDVOB waiver granted; revised SDVOB goal: _____%

SDVOB waiver denied

Approved By:

Date:

Date Notice of Determination Sent:

Comments

SECTION 10 – DEFINITION OF TERMS

Whenever the following terms are used in the Specifications, in the Contract, in any documents or other instruments pertaining to construction where these Specifications govern, the intent and meaning shall be interpreted as follows. Where two or more terms are given with one definition, the definition shall apply to all the terms given.

10-1 OWNER and SPONSOR. The term Owner and/or Sponsor refers to the Syracuse Regional Airport Authority. Whenever the words "Owner", "Sponsor", "Authority", or "party of the first part" are used, the same are understood to mean the Syracuse Regional Airport Authority, or its representative duly authorized to act.

10-2 ENGINEER. The Engineer is the Aviation Project Officer of the Authority, acting directly or through his authorized assistants acting within the scope of the particular duties entrusted to them.

Where the term "Engineer" is used in the Plans, Specifications, in the Contract, in any documents or other instruments pertaining to the work of this Project, the Aviation Project Officer may assign any or all the duties which are referenced to the Consulting Engineer as a duly authorized representative of the Authority.

10-3 ENGINEER'S REPRESENTATIVE. The Engineer's Representative refers to the Consulting Engineer, or other authorized agents of the Engineer.

10-4 CONSULTING ENGINEER and RESIDENT ENGINEER. The Consulting Engineer is the agent of the Authority and has supervision and direction of the work and has the authority to stop the work whenever such stoppage may be necessary to insure proper execution of the Contract. The Consulting Engineer will directly receive all questions, shop Plans, etc. of the Contractor which he will answer and approve for the Engineer.

The Consulting Engineer for this Project is:

McFarland Johnson, Inc.
49 Court St., Suite 240
Binghamton, NY 13901

10-5 CONTRACTOR. The individual, partnership, firm, or corporation primarily 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 lawful agents or employees to complete the Contract work.

10-6 SUBCONTRACTOR. The Subcontractor refers only to those having a direct Contract with the Contractor and it includes one who furnished material worked to a special design according to Plans and specifications but does not include one who merely furnishes material not so worked.

10-7 N.I.C. Any items marked "N.I.C." (Not in Contract) will be provided by others.

10-8 TIME LIMIT. A Time Limit is an amount of Calendar Days allotted during the Time for Completion of this Contract during which the Contractor shall complete the work in a specified Work Area. All Time Limits stated in the Contract Documents are of the essence of the Contract.

10-9 WORK OF THE CONTRACTOR OR SUBCONTRACTOR. The work of the Contractor or Subcontractor includes labor, equipment, and materials.

10-10 AASHTO. The American Association of State Highway and Transportation Officials, the successor association to AASHO.

SECTION 10 – DEFINITION OF TERMS

10-11 ACCESS ROAD. The right-of-way, the roadway and all improvements constructed thereon connecting the airport to a public highway.

10-12 ADVERTISEMENT. A public announcement, as required by local law, inviting bids for work to be performed and materials to be furnished.

10-13 AIP. The Airport Improvement Program, a grant-in-aid program, administered by the Federal Aviation Administration.

10-14 AIR OPERATIONS AREA. For the purpose of these Specifications, the term air operations area 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.

10-15 AIRPORT. Airport means an area of land or water which is used or intended to be used for the landing and takeoff of aircraft and includes its buildings and facilities, if any. The name of the airport for which bids are being taken is the Syracuse Hancock International Airport.

10-16 ASTM. The American Society for Testing and Materials.

10-17 AWARD. The acceptance, by the Owner, of the successful Bidder's proposal.

10-18 BIDDER. Any individual, partnership, firm, or corporation, acting directly or through a duly authorized representative, who submits a proposal for the work contemplated.

10-19 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.

10-20 CALENDAR DAY. Every day shown on the calendar.

10-21 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 for the work affected by such changes. The work, covered by a Change Order, shall be within the scope of the Contract.

10-22 CONTRACT and CONTRACT DOCUMENTS. The written Agreement covering the work to be performed. The awarded Contract shall include but is not limited to: the Definition of Terms; the Instructions to Bidders; the Information for Bidders; the Form of Proposal; the Agreement; the Contractor's Performance Bond; any required insurance certificates; the Clauses of General Application; the Additional New York State Department of Transportation Requirements; the Additional Federal Requirements; the Technical Specifications; Specifications; the Plans; the Appendices; and any Addenda issued during the bid period.

10-23 CONTRACT ITEM and PAY ITEM. A specific unit of work for which a price is provided in the Contract.

SECTION 10 – DEFINITION OF TERMS

10-24 TIME FOR COMPLETION. The number of Calendar 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 days, the Contract shall be completed by that date.

10-25 DRAINAGE SYSTEM. The system of pipes, ditches, and structures by which surface or subsurface waters are collected and conducted from the airport area.

10-26 EQUIPMENT. All machinery, together with the necessary supplies for upkeep and maintenance, and also 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 Engineer to be necessary to complete the work within the intended scope of the Contract as previously modified.

10-28 FAA. The Federal Aviation Administration of the U.S. Department of Transportation. When used to designate a person, FAA shall mean the Administrator or his duly authorized representative.

10-29 FEDERAL SPECIFICATIONS. The Federal Specifications and Standards, and supplements, amendments and indices thereto are prepared and issued by the General Services Administration of the Federal Government. They may be obtained from:

DODSSP
Standardization Document Order Desk
700 Robbins Avenue, Bldg. 4D
Philadelphia, PA 19111-5094

10-30 INSPECTOR. An employee of the Consulting Engineer assigned to make all necessary inspections and/or tests of the work performed or being performed, or of the materials furnished or being furnished by the Contractor.

10-31 INTENTION OF TERMS. Whenever, in these Specifications or on the Plans, the words "directed," "required," "permitted," "ordered," "designated," "prescribed," or words of the like import are used, it shall be understood that the direction, requirement, permission, order, designation, or prescription of the Engineer 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, subject in each case to the final determination of the Owner.

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.

10-32 LABORATORY. The official testing laboratories of the Owner or such other laboratories as may be designated by the Engineer.

10-33 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.

SECTION 10 – DEFINITION OF TERMS

10-34 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 ten percent (20%) of the total amount of the awarded Contract. All other items shall be considered minor Contract Items.

10-35 MATERIALS. Any substance specified for use in the construction of the Contract work.

10-36 NOTICE TO PROCEED. Notice to the Contractor to begin the work of the Contract on the date stated on the Notice.

10-37 PAVEMENT. The combined surface course, base course, and subbase course, if any, considered as a single unit.

10-38 PERFORMANCE BOND. The approved form of security furnished by the Contractor and his surety as a guaranty that the Contractor will complete the work in accordance with the terms of the Contract and that he will pay in full all bills and accounts for materials and labor used in the construction of the work.

10-39 PLANS and CONTRACT PLANS. The official Plans, "Contract Plans" or exact reproductions, approved by the Engineer, 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.

10-40 PROJECT. The scope of work of this Contract for accomplishing specific airport development with respect to a particular airport.

10-41 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 Contract, Plans and Specifications.

10-42 PROPOSAL GUARANTY. The security furnished with a proposal to guarantee that the Bidder will enter into a Contract if his proposal is accepted by the Owner.

10-43 RUNWAY. The area on the airport prepared for the landing and takeoff of aircraft.

10-44 SPECIFICATIONS and TECHNICAL 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.

10-45 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, flexible and rigid pavements, navigational aids, buildings, vaults, and other manmade features of the airport that may be encountered in the work and not otherwise classified herein.

10-46 SUBGRADE. The soil which forms the pavement foundation.

10-47 SUPERINTENDENT. The Contractor's executive representative who is present on the work during progress, authorized to receive and fulfill instructions from the Engineer, and who shall supervise and direct the construction.

SECTION 10 – DEFINITION OF TERMS

10-48 SUPPLEMENTAL AGREEMENT. A written Agreement between the Contractor and the Owner covering: 1) work that would increase or decrease the total amount of the awarded Contract, or any major Contract Item, by more than twenty-five percent (25%), such increased or decreased work being within the scope of the originally awarded Contract, or 2) work that is not within the scope of the originally-awarded Contract.

10-49 SURETY. The corporation, partnership, or individual, other than the Contractor, executing payment or performance bonds which are furnished to the Owner by the Contractor.

10-50 TAXIWAY. For the purpose of this document, the term taxiway means 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 or aircraft parking areas.

10-51 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.

10-52 DATUM. All elevations shown on the Plans refer to USGS Datum.

10-53 SYRACUSE REGIONAL AIRPORT AUTHORITY (SRAA). Whenever the Authority is referred to, it shall mean the Syracuse Regional Airport Authority. The Executive Director is H. Jason Terreri, IAP, A.A.E., ACE.

10-54 PROPOSED. Wherever the word proposed is used in the Contract, Plans and/or Specifications, whether describing work, labor, materials or equipment or any other action, it shall mean that the work described is work of this Contract to be completed by the Contractor.

END OF SECTION 10

SECTION 20 – PROPOSAL REQUIREMENTS AND CONDITIONS

20-01 Advertisement (Notice to Bidders). See the Advertisement located in the front of these Contract Documents.

20-02 Qualification of bidders. Each bidder shall furnish the Owner satisfactory evidence of his or her competency to perform the proposed work. Such evidence of competency, unless otherwise specified, shall consist of:

- a. statements covering the bidder’s past experience on similar work,
- b. a list of equipment that would be available for the work, and
- c. a list of key personnel that would be available.
- d. In addition, each bidder shall furnish the Owner satisfactory evidence of his or her financial responsibility. Such 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 his or her 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.

Unless otherwise specified, a bidder may submit evidence that he or she is prequalified with the State Highway Division and is on the current “bidder’s list” of the state in which the proposed work is located. Such evidence of State Highway Division prequalification may be submitted as evidence of financial responsibility in lieu of the certified statements or reports specified above.

Each bidder shall submit “evidence of competency” and “evidence of financial responsibility” to the Owner at the time of bid opening.

20-03 Contents of proposal forms. The Owner shall furnish bidders with proposal forms. All papers bound with or attached to the proposal forms are necessary parts and must not be detached.

The plans, specifications, and other documents designated in the proposal form shall be considered a part of the proposal whether attached or not.

20-04 Issuance of proposal forms. The Owner reserves the right to refuse to issue a proposal form to a prospective bidder should such bidder be in default for any of the following reasons:

- a. 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.
- b. Failure to pay, or satisfactorily settle, all bills due for labor and materials on former contracts in force with the Owner at the time the Owner issues the proposal to a prospective bidder.
- c. Documented record of Contractor default under previous contracts with the Owner.
- d. Documented record of unsatisfactory work on previous contracts with the Owner.

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

SECTION 20 – PROPOSAL REQUIREMENTS AND CONDITIONS

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 hereinafter provided in the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 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 as to the character, quality, and quantities of work to be performed, materials to be furnished, and as 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 as to the conditions to be encountered in performing the work and as to 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 his or her 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 his or her proposal on the forms furnished by the Owner. All blank spaces in the proposal forms 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 for which they propose to do for each pay item furnished in the proposal. In case of conflict between words and numerals, the words, unless obviously incorrect, shall govern.

The bidder shall sign the proposal correctly and in ink. If the proposal is made by an individual, his or her 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 under the laws of which 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 his or her 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 Sponsor's invitation for bid. It is the Sponsor'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 49 CFR § 18.36(b)(8). This includes such matters as Contractor integrity, compliance with public policy, record of past performance, and financial and technical resources.

20-09 Irregular proposals. Proposals shall be considered irregular 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.

SECTION 20 – PROPOSAL REQUIREMENTS AND CONDITIONS

- 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.

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 Bid guarantee. Each separate proposal shall be accompanied by a certified check, or other specified acceptable collateral, in the amount specified in the proposal form. Such check, or collateral, shall be made payable to the Owner.

20-11 Delivery of proposal. Each proposal submitted shall be placed in a sealed envelope plainly marked with the project number, location of airport, and name and business address of the bidder on the outside. When sent by mail, preferably registered, the sealed proposal, marked as indicated above, should be enclosed in an additional envelope. No proposal will be considered unless received at the place specified in the advertisement or as modified by Addendum before the time specified for opening all bids. Proposals received after the bid opening time shall be returned to the bidder unopened.

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 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 compiled & recorded at the time and place specified in the advertisement. Bidders, their authorized agents, and other interested persons will have access to the opened bids on the bidexpress platform. 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 "default" for any reason specified in the subsection 20-04 titled ISSUANCE OF PROPOSAL FORMS of this section.

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 price written in words shall govern.

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 the subsection 20-09 titled IRREGULAR PROPOSALS of Section 20.
- b. If the bidder is disqualified for any of the reasons specified in the subsection 20-14 titled DISQUALIFICATION OF BIDDERS of Section 20.

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 herein.

Award of the contract shall be made by the Owner to the qualified bidder whose best value proposal conforms to the cited requirements of the Owner.

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 the subsection 30-07 titled APPROVAL OF CONTRACT of this section.

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 subsection 30-01 titled CONSIDERATION OF PROPOSALS of this section. 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 the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section.

30-05 Requirements of contract bonds. At the time of the execution of the contract, the successful bidder shall furnish the Owner a surety bond or bonds that have been fully executed by the bidder and the surety guaranteeing the performance of the work and the payment of all legal debts that may be incurred by reason of the Contractor's performance of the work. The surety and the form of the bond or bonds shall be acceptable to the Owner. Unless otherwise specified in this subsection, the surety bond or bonds shall be in a sum equal to the full amount of the contract.

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 the subsection 30-05 titled REQUIREMENTS OF CONTRACT BONDS of this section, within 5 calendar days from the date mailed or otherwise delivered to the successful bidder.

Section 30 – Award and Execution of Contract

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 5-calendar day period specified in the subsection 30-06 titled 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 liquidation of 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 and shall have the right to make such alterations in the work as may be necessary or desirable to complete the work originally intended in an acceptable manner. Unless otherwise specified herein, the Engineer shall be and is hereby authorized to make such alterations in the work as may increase or decrease the originally awarded contract quantities, provided that the aggregate of such alterations does not change the total contract cost or the total cost of any major contract item by more than 25% (total cost being based on the unit prices and estimated quantities in the awarded contract). Alterations that do not exceed the 25% limitation shall not invalidate the contract nor release the surety, and the Contractor agrees to accept payment for such alterations as if the altered work had been a part of the original contract. These alterations that are for work within the general scope of the contract shall be covered by “Change Orders” issued by the Engineer. Change orders for altered work shall include extensions of contract time where, in the Engineer’s opinion, such extensions are commensurate with the amount and difficulty of added work.

Should the aggregate amount of altered work exceed the 25% limitation hereinbefore specified, such excess altered work shall be covered by supplemental agreement. 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.

40-03 Omitted items. The Engineer may, in the Owner’s best interest, omit from the work any contract item, except major contract items. 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 the subsection 90-04 titled PAYMENT FOR OMITTED ITEMS of Section 90.

40-04 Extra work. Should acceptable completion of the contract require the Contractor to perform an item of work for which no basis of payment has been provided in the original contract or previously issued change orders or supplemental agreements, the same shall be called “Extra Work.” Extra Work that is within the general scope of the contract shall be covered by written change order. Change orders for such 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 Engineer’s opinion, is necessary for completion of such Extra Work.

When determined by the Engineer to be in the Owner’s best interest, the Engineer may order the Contractor to proceed with Extra Work as provided in the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. 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 the subsection 10-47 titled SUPPLEMENTAL AGREEMENT of Section 10. 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, pedestrians, as well as the Contractor’s equipment and personnel, is the most important consideration.

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 his or her own operations and the operations of all subcontractors as specified in the subsection 80-04 titled LIMITATION OF

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OPERATIONS of Section 80. 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 the subsection 70-15 titled CONTRACTOR'S RESPONSIBILITY FOR UTILITY SERVICE AND FACILITIES OF OTHERS in Section 70.

b. With respect to his or her 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.

c. When the contract requires the maintenance of vehicular traffic on 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 such road, street, or highway open to all traffic and shall provide such maintenance as may be required to accommodate traffic. The Contractor shall be responsible for the repair 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 Engineer shall be notified prior to disturbing such structure. The disposition of existing structures so encountered shall be immediately determined by the Engineer in accordance with the provisions of the contract.

Except as provided in the subsection 40-07 titled RIGHTS IN AND USE OF MATERIALS FOUND IN THE WORK of this section, 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 either embankment or waste, the Contractor may at his or her option either:

- a.** Use such material in another contract item, providing such use is approved by the Engineer 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 Engineer; 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 Engineer's approval in advance of such use.

Should the Engineer approve the Contractor's request to exercise option a., b., or c., the Contractor shall

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be paid for the excavation or removal of such material at the applicable contract price. The Contractor shall replace, at his or her own 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 Engineer 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 his or her 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 such property Owner.

END OF SECTION 40

Section 50 – Control of Work

50-01 Authority of the Engineer. The Engineer shall decide any and all questions which may arise as to the quality and acceptability of materials furnished, work performed, and as to the manner of performance and rate of progress of the work. The Engineer shall decide all questions that may arise as to the interpretation of the specifications or plans relating to the work. The Engineer shall determine the amount and quality of the several kinds of work performed and materials furnished which are to be paid for the under contract.

The Engineer does not have the authority to accept pavements that do not conform to FAA 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 Engineer 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 his or her opinion, result in a finished product having a level of safety, economy, durability, and workmanship acceptable to the Owner, the Engineer will advise the Owner of his or her determination that the affected work be accepted and remain in place. In this event, the Engineer 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. The Engineer's determination and recommended contract price adjustments will be based on sound engineering judgment and such tests or retests of the affected work as are, in the Engineer's opinion, needed. Changes in the contract price shall be covered by contract change order or supplemental agreement as applicable.

If the Engineer 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 Engineer's written orders.

For the purpose of this subsection, 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 Engineer'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 Engineer's opinion, such compliance is essential to provide an acceptable finished portion of the work.

For the purpose of this subsection, the term "reasonably close conformity" is also intended to provide the Engineer with the authority, after consultation with the FAA, to use sound engineering judgment in his or her determinations as to acceptance of work that is not in strict conformity but will provide a finished product equal to or better than that intended by the requirements of the contract, plans and specifications.

The Engineer 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. 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

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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 Engineer for an interpretation and decision, and such decision shall be final.

50-04 Cooperation of Contractor. The Contractor will be supplied with copies of the plans and specifications. The Contractor shall have available on the work at all times one copy each of the plans and specifications. Additional 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 Engineer and his or her 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 his or her 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 Engineer or his or her authorized representative.

50-05 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 so as 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 his or her contract and shall protect and save 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 his or her work and shall place and dispose of the materials being used so as not to interfere with the operations of the other Contractors within the limits of the same project. The Contractor shall join his or her work with that of the others in an acceptable manner and shall perform it in proper sequence to that of the others.

50-06 Construction layout and stakes. The Engineer shall establish horizontal and vertical control only. The Contractor must establish all layout required for the construction of the work. Such stakes and markings as the Engineer may set for either their own or the Contractor's guidance shall be preserved by the Contractor. In case of negligence on the part of the Contractor, or their employees, resulting in the destruction of such stakes or markings, an amount equal to the cost of replacing the same may be deducted from subsequent estimates due the Contractor at the discretion of the Engineer. The Contractor will be required to furnish all lines, grades, and measurements from the control points necessary for the proper execution and control of the work contracted for under these specifications.

The Contractor must give copies of survey notes to the Engineer for each area of construction and for each placement of material as specified to allow the Engineer to make periodic checks for conformance with plan grades, alignments and grade tolerances required by the applicable material specifications. All surveys must be provided to the Engineer prior to commencing work items that will cover or disturb the survey staking as set by the Contractor's surveyor. 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. 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

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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.

Construction Staking and Layout includes but is not limited to:

- a. Clearing and Grubbing perimeter staking
- b. Rough Grade slope stakes at 100-foot (30-m) stations
- c. Drainage Swales slope stakes and flow line blue tops at 50-foot (15-m) stations
- d. Subgrade blue tops at 50-foot (15-m) by 50-foot (15-m) grid for the parking lot areas.
- e. Base Course blue tops at 50-foot (15-m) by 50-foot (15-m) grid for the parking lot areas.

Pavement areas:

- a. Edge of Pavement hubs and tacks (for stringline by Contractor) at 100-foot (30-m) stations.
- b. Between Lifts at 25-foot (7.5-m) by 25-foot (7.5-m) grid for the parking lot areas.
- c. After finish paving operations at 50-foot (15-m) stations:
 - a. All paved areas – Edge of each paving lane prior to next paving lot
- d. Shoulder and safety area blue tops at 50-foot (15-m) stations and at all break points with maximum of 50-foot (15-m) offsets.
- e. Fence lines at 100-foot (30-m) stations minimum.
- f. Electrical and Communications System locations, lines and grades including but not limited to duct runs, connections, fixtures, signs, lights, Visual Approach Slope Indicators (VASIs), Precision Approach Path Indicators (PAPIs), Runway End Identifier Lighting (REIL), Wind Cones, Distance Markers (signs), pull boxes and manholes.
- g. Drain lines, cut stakes and alignment on 25-foot (7.5-m) stations, inlet, and manholes.
- h. Painting and Striping layout (pinned with 1.5-inch PK nails) marked for paint Contractor. (All nails shall be removed after painting).
- i. Laser, or other automatic control devices, shall be checked with temporary control point or grade hub at a minimum of once per 400 feet (120 m) per pass (that is, paving lane).
- j. The establishment of Survey Control and/or reestablishment of survey control shall be by a State Licensed Land Surveyor.

Controls and stakes disturbed or suspect of having been disturbed shall be checked and/or reset as directed by the Engineer without additional cost to the Owner.

50-07 Automatically controlled equipment. Whenever batching or mixing plant equipment is required to be operated automatically under the contract and a breakdown or malfunction of the automatic controls occurs, the equipment may be operated manually or by other methods for a period 48 hours following the breakdown or malfunction, provided this method of operations will produce results which conform to all other requirements of the contract.

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

Inspectors are authorized to notify the Contractor or his or her 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 Engineer 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 Engineer 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.

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If the Engineer 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.

Any work done or materials used without supervision or inspection by an authorized representative of the Owner may be ordered removed and replaced at the Contractor's expense unless the Owner's representative failed to inspect after having been given reasonable notice in writing that the work was to be performed.

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 Engineer as provided in the subsection 50-02 titled CONFORMITY WITH PLANS AND SPECIFICATIONS of this section.

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 the subsection 70-14 titled CONTRACTOR'S RESPONSIBILITY FOR WORK of Section 70.

No removal work made under provision of this subsection shall be done without lines and grades having been established by the Engineer. Work done contrary to the instructions of the Engineer, work done beyond the lines shown on the plans or as established by the Engineer, 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 Engineer made under the provisions of this subsection, the Engineer will have authority to cause unacceptable work to be remedied or removed and replaced and unauthorized work to be removed and to deduct the costs incurred by the Owner from any monies due or to become due 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 shall be responsible for all damage done by his or her hauling equipment and shall correct such damage at his or her own expense.

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.

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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 the subsection 50-12 titled MAINTENANCE DURING CONSTRUCTION of this section, the Engineer 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 Engineer'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 deducted from monies due or to become due 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 Engineer to make final inspection of that unit. If the Engineer finds upon inspection that the unit has been satisfactorily completed in compliance with the contract, the Engineer 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 Engineer 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 Engineer 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 Engineer will give the Contractor the necessary instructions for correction of same and the Contractor shall immediately comply with and execute such instructions. 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 Engineer 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 Engineer in writing of his or her 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 Engineer 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 Engineer 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 Engineer who will present it to the Owner for consideration in accordance with local laws or ordinances.

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 complete statements to the Engineer as to the origin, composition, and manufacture of all materials to be used in the work. Such statements shall be furnished promptly after execution of the contract but, in all cases, prior to delivery of such materials.

At the Engineer's option, materials may be approved at the source of supply before delivery is stated. 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 conforms to the requirements of cited materials specifications. In addition, where an FAA specification for airport lighting equipment is cited in the plans or specifications, the Contractor shall furnish such equipment that is:

- a. Listed in advisory circular (AC) 150/5345-53, Airport Lighting Equipment Certification Program, and Addendum that is in effect on the date of advertisement; and,
- b. Produced by the manufacturer as listed in the Addendum cited above for the certified equipment part number.

The following airport lighting equipment is required for this contract and is to be furnished by the Contractor in accordance with the requirements of this subsection:

<u>EQUIPMENT NAME</u>	<u>CITED FAA SPECIFICATION</u>
None Required	N/A

60-02 Samples, tests, and cited specifications. Unless otherwise designated, all materials used in the work shall be inspected, tested, and approved by the Engineer before incorporation in the work. Any work in which untested materials are used without approval or written permission of the Engineer 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 Engineer, shall be removed at the Contractor's expense.

Unless otherwise designated, quality assurance tests 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, will be made by and at the expense of the Engineer.

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, including the Contractor's representative at his or her request. Unless otherwise designated, samples for quality assurance will be taken by a qualified representative of the Engineer. 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 Engineer.

The Contractor shall employ a testing organization to perform all Contractor required Quality Control tests. The Contractor shall submit to the Engineer resumes on all testing organizations and individual persons who will be performing the tests. The Engineer will determine if such persons are qualified. All the test data shall be reported to the Engineer after the results are known. A legible, handwritten copy of

Section 60 – Control of Materials

all test data shall be given to the Engineer 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 Engineer 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. The Engineer may permit the use, prior to sampling and testing, of certain materials or assemblies when accompanied by manufacturer's certificates of compliance 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.

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 Engineer.

When a material or assembly is specified by "brand name or equal" and the Contractor elects to furnish the specified "brand name," 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.

Should the Contractor propose to furnish an "or equal" material or assembly, the Contractor shall furnish the manufacturer's certificates of compliance as hereinbefore described for the specified brand name material or assembly. However, the Engineer shall be the sole judge as to whether the proposed "or equal" is suitable for use in the work.

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

60-04 Plant inspection. The Engineer or his or her 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 Engineer conduct plant inspections, the following conditions shall exist:

- a. The Engineer shall have the cooperation and assistance of the Contractor and the producer with whom the Engineer has contracted for materials.
- b. The Engineer 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 Engineer, the Contractor shall arrange for adequate office or working space that may be reasonably needed for conducting plant inspections. Office or working space should be conveniently located 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 Engineer shall have the right to reject only material which, when retested, does not meet the requirements of the contract, plans, or specifications.

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60-05 Engineer's field office. An Engineer's field office is not required.

60-06 Storage of materials. Materials shall be so stored as 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 Engineer. 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, the storage of materials and the location of the Contractor's plant and parked equipment or vehicles shall be as directed by the Engineer. 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 Engineer 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 his or her entire 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 Engineer.

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 Engineer 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 and state laws, all local laws, ordinances, 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 and all his or her officers, agents, or servants 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.

The Contractor or the Subcontractor performing the Electrical work must be licensed with the City of Syracuse. City Licenses must be obtained from the Division of Code Enforcement (315) 448-8703.

In all the operations connected with work herein specified, all City ordinances and all laws controlling or limiting in any way the action of those engaged on the work or affecting the materials applied to them must be respected and strictly complied with. The Contractor must obtain and pay the fees for all proper permits from the appropriate City of Syracuse Departments. Drawings have been submitted to the City by the Consultant to start the permit process.

The Contractor or Subcontractor performing the Plumbing work must be licensed with the County of Onondaga.

Outside Plumbing work requires installation by a County Licensed Master Plumber.

Sanitary - All sanitary work.

Water - All taps from main.

Storm - All storm under 8" except for footing drains.

Gas - No jurisdiction

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, 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) is indicated as follows:

<u>Utility</u>	<u>Location (Sheet No.)</u>	<u>Person to Contact</u>	<u>Phone No.</u>
"Not Applicable"			

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 Engineer.

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

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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 Engineer, 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 aid participation. For Airport Improvement Program (AIP) contracts, the United States Government has agreed to reimburse the Owner for some portion of the contract costs. Such reimbursement is made from time to time upon the Owner's request to the FAA. In consideration of the United States Government's (FAA's) agreement with the Owner, the Owner has included provisions in this contract pursuant to the requirements of Title 49 of the USC and the Rules and Regulations of the FAA that pertain to the work.

As required by the USC, the contract work is subject to the inspection and approval of duly authorized representatives of the FAA Administrator and is further subject to those provisions of the rules and regulations that are cited in the contract, plans, or specifications.

No requirement of the USC, the rules and regulations implementing the USC, or this contract shall be construed as making the Federal Government 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 shall provide and maintain in a neat, sanitary condition such accommodations for the use of his or her employees as may be necessary to comply with the requirements of the state and local Board of Health, or of other bodies or tribunals having jurisdiction.

Attention is directed to Federal, state, and local laws, rules and regulations concerning construction safety and health standards. The Contractor shall not require any worker to work in surroundings or under conditions that are unsanitary, hazardous, or dangerous to his or her health or safety.

70-07 Public convenience and safety. The Contractor shall control his or her operations and those of his or her 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 his or her own operations and those of his or her subcontractors and all suppliers in accordance with the subsection 40-05 titled MAINTENANCE OF TRAFFIC of Section 40 hereinbefore specified and shall limit such operations for the convenience and safety of the traveling public as specified in the subsection 80-04 titled LIMITATION OF OPERATIONS of Section 80 hereinafter.

70-08 Barricades, warning signs, and hazard markings. The Contractor shall furnish, erect, and maintain all barricades, warning signs, and markings for hazards necessary to protect the public and the work. When used during periods of darkness, such barricades, warning signs, and hazard markings shall be suitably illuminated. Unless otherwise specified, barricades, warning signs, and markings for hazards that are in the air operations area (AOAs) shall be a maximum of 18 inches (0.5 m) high. Unless otherwise specified, barricades shall be spaced not more than 4 feet (1.2 m) apart. Barricades, warning signs, and markings shall be paid for under Technical Specification Item M-100, Maintenance and Protection of Traffic.

For vehicular and pedestrian traffic, the Contractor shall furnish, erect, and maintain barricades, warning signs, lights, and other traffic control devices in reasonable conformity with the Manual on Uniform Traffic Control Devices.

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When the work requires closing an air operations area of the airport or portion of such area, the Contractor shall furnish, erect, and maintain temporary markings and associated lighting conforming to the requirements of advisory circular (AC) 150/5340-1, Standards for Airport Markings.

The Contractor shall furnish, erect, and maintain markings and associated lighting of open trenches, excavations, temporary stockpiles, and the Contractor's parked construction equipment that may be hazardous to the operation of emergency fire-rescue or maintenance vehicles on the airport in reasonable conformance to AC 150/5370-2, Operational Safety on Airports During Construction. The Contractor shall identify each motorized vehicle or piece of construction equipment in reasonable conformance to AC 150/5370-2.

The Contractor shall furnish and erect all barricades, warning signs, and markings for hazards prior to commencing work that requires such erection and shall maintain the barricades, warning signs, and markings for hazards until their removal is directed by the Engineer.

Open-flame type lights shall not be permitted.

70-09 Use of explosives. The use of explosives is prohibited.

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 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, 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, or misconduct in the execution of the work, or in consequence of the non-execution thereof by the Contractor, the Contractor shall restore, at his or her own 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.

70-11 Responsibility for damage claims. The Contractor shall indemnify and save harmless the Engineer and the Owner and their officers, and employees from all suits, actions, or claims, of any character, brought because of any injuries or damage received or sustained by any person, persons, or property on account of the operations of the Contractor; or on account of or in consequence of any neglect in safeguarding the work; or through use of unacceptable materials in constructing the work; or because of any act or omission, neglect, or misconduct of said Contractor; or because of any claims or amounts recovered from any infringements of patent, trademark, or copyright; or from any claims or amounts arising or recovered under the "Workmen's Compensation Act," or any other law, ordinance, order, or decree. Money due the Contractor under and by virtue of his or her contract considered necessary by the Owner for such purpose may be retained for the use of the Owner or, in case no money is due, his or her 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

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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. Should it be 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 shall be specified herein and indicated on the plans. When so specified, the Contractor shall complete such portions of the work on or before the date specified or as otherwise specified. The Contractor shall make his or her own estimate of the difficulties involved in arranging the work to permit such beneficial occupancy by the Owner as described in the Construction Safety and Phasing Plan, Appendix A to Section 80.

Upon completion of any portion of the work listed above, such portion shall be accepted by the Owner in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50.

No portion of the work may be opened by the Contractor for public use until ordered by the Engineer in writing. Should it become necessary to open a portion of the work to public traffic on a temporary or intermittent basis, such openings shall be made when, in the opinion of the Engineer, 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 his or her expense.

The Contractor shall make his or her 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. Contractor shall be required to conform to safety standards contained AC 150/5370-2 (see Special Provisions).

Contractor shall refer to the approved Construction Safety Phasing Plan (CSPP) to identify barricade requirements and other safety requirements prior to opening up sections of work to traffic.

70-14 Contractor’s responsibility for work. Until the Engineer’s final written acceptance of the entire completed work, excepting only those portions of the work accepted in accordance with the subsection 50-14 titled PARTIAL ACCEPTANCE of Section 50, 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 his or her 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 the subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section, the Contractor shall cooperate with the Owner of any public or private utility service, FAA or NOAA, or a

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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 the Owners are indicated as follows:

<u>Utility Service or Facility</u>	<u>Person to Contract</u>	<u>Telephone No.</u>
Not Applicable		

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 of his or her plan of operations. Such notification shall be in writing addressed to THE PERSON TO CONTACT as provided in this subsection and subsection 70-04 titled RESTORATION OF SURFACES DISTURBED BY OTHERS of this section. A copy of each notification shall be given to the Engineer.

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

Prior to beginning the work in the general vicinity of an existing utility service or facility, the Contractor shall again notify each such Owner of their plan of operation. If, in the Contractor's opinion, the Owner's assistance is needed to locate the utility service or facility or the presence of a representative of the 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 utility owner's PERSON TO CONTACT no later than two 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 Engineer.

The Contractor's failure to give the two 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 a utility service or facility by accident or otherwise, the Contractor shall immediately notify the proper authority and the Engineer and shall take all reasonable measures to prevent further damage or interruption of service. The Contractor, in such events, shall cooperate with the utility service or facility owner and the Engineer continuously until such damage has been repaired and service restored to the satisfaction of the utility or facility owner.

The Contractor shall bear all costs of damage and restoration of service to any utility 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 his or her surety.

70-15.1 FAA facilities and cable runs. The Contractor is hereby advised that the construction limits of the project include existing facilities and buried cable runs that are owned, operated, and maintained by the FAA. The Contractor, during the execution of the project work, shall comply with the following:

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- a. The Contractor shall permit FAA maintenance personnel the right of access to the project work site for purposes of inspecting and maintaining all existing FAA owned facilities.
- b. The Contractor shall provide notice to the FAA Air Traffic Organization (ATO)/Technical Operations/System Support Center (SSC) Point-of-Contact through the Engineer and the Owner a minimum of seven (7) calendar days prior to commencement of construction activities in order to permit sufficient time to locate and mark existing buried cables and to schedule any required facility outages.
- c. If execution of the project work requires a facility outage, the Contractor shall contact the FAA Point-of-Contact a minimum of 72 hours prior to the time of the required outage.
- d. Any damage to FAA cables, access roads, or FAA facilities during construction caused by the Contractor's equipment or personnel whether by negligence or accident will require the Contractor to repair or replace the damaged cables, access road, or FAA facilities to FAA requirements. The Contractor shall not bear the cost to repair damage to underground facilities or utilities improperly located by the FAA.
- e. If the project work requires the cutting or splicing of FAA owned cables, the FAA Point-of-Contact shall be contacted a minimum of 72 hours prior to the time the cable work commences. The FAA reserves the right to have a FAA representative on site to observe the splicing of the cables as a condition of acceptance. All cable splices are to be accomplished in accordance with FAA specifications and require approval by the FAA Point-of-Contact as a condition of acceptance by the Owner. The Contractor is hereby advised that FAA restricts the location of where splices may be installed. If a cable splice is required in a location that is not permitted by FAA, the Contractor shall furnish and install a sufficient length of new cable that eliminates the need for any splice.

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, his or her 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 his or her surety, or both, such overpayment as may be sustained, or by failure on the part of the Contractor to fulfill his or her 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, bitumen's, chemicals, or other harmful materials and to prevent pollution of the atmosphere from particulate and gaseous matter.

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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 his or her 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 Engineer. The Engineer 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 the subsection 40-04 titled EXTRA WORK of Section 40 and the subsection 90-05 titled PAYMENT FOR EXTRA WORK of Section 90. If appropriate, the contract change order or supplemental agreement shall include an extension of contract time in accordance with the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of Section 80.

END OF SECTION 70

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 Engineer.

The Contractor shall provide copies of all subcontracts to the Engineer. The Contractor shall perform, with his organization, an amount of work equal to at least 25 percent of the total contract cost. Should the Contractor elect to assign his or her 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.

80-02 Notice to proceed. The notice to proceed shall state the date on which it is expected the Contractor will begin the construction and from which date contract time will be charged. The Contractor shall begin the work to be performed under the contract within 10 days of the date set by the Engineer in the written notice to proceed, but in any event, the Contractor shall notify the Engineer at least 24 hours in advance of the time actual construction operations will begin. The Contractor shall not commence any actual construction 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 progress schedule for the Engineer's approval within 10 days after the effective date of the notice to proceed after the effective date of the notice to proceed. The Contractor's progress schedule, when approved by the Engineer, may be used to establish major construction operations and to check on the progress of the work. 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 Engineer'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 Engineer at least 24 hours in advance of resuming operations.

The Contractor shall not commence any actual construction prior to the date on which the notice to proceed is issued by the Owner.

80-04 Limitation of operations. The Contractor shall control his or her operations and the operations of his or her 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 his or her operations within an AOA of the airport, the work shall be coordinated with airport operations (through the Engineer) at least 48 hours prior to commencement of such work. The Contractor shall not close an AOA until so authorized by the Engineer and until the necessary temporary marking and associated lighting is in place as provided in the subsection 70-08 titled BARRICADES, WARNING SIGNS, AND HAZARD MARKINGS of Section 70.

When the contract work is not anticipated to require 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; 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 the satisfactory conditions are provided. The following AOA cannot be closed to operating aircraft to permit the Contractor's operations on a continuous basis.

Contractor shall be required to conform to safety standards contained in AC 150/5370-2, Operational Safety on Airports During Construction.

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80-04.1 Operational safety on airport during construction. All Contractors' operations shall be conducted in accordance with the project's Construction Safety and Phasing Plans (CSPP) with the design plans and the provisions set forth within the current version of AC 150/5370-2. The CSPPs included within the contract documents conveys minimum requirements for operational safety on the airport during construction activities. The Contractor shall prepare and submit a Safety Plan Compliance Document that details how it proposes to comply with the requirements presented within the CSPP.

The Contractor shall implement all necessary CSPP measures prior to commencement of any work activity. The Contractor shall conduct routine checks to assure compliance with the CSPP 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 that they implement and maintain all necessary measures.

No deviation or modifications may be made to the approved CSPP unless approved in writing by the Owner or Engineer.

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 Engineer, does not perform his work in a proper and skillful manner or is intemperate or disorderly shall, at the written request of the Engineer, be removed forthwith by the Contractor or subcontractor employing such person, and shall not be employed again in any portion of the work without approval of the Engineer.

Should the Contractor fail to remove such persons or person or fail to furnish suitable and sufficient personnel for the proper execution of the work, the Engineer 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 be such that no injury to previously completed work, adjacent property, or existing airport facilities will result from 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 others are authorized by the Engineer. 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 Engineer 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 Engineer 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

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equipment. The Contractor shall remove any deficient work and replace it with work of specified quality or take such other corrective action as the Engineer 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 subsection.

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 as the Owner may deem necessary, due to unsuitable weather, or such other conditions as are considered unfavorable for the execution of the work, or for such time as is 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 Engineer's order to suspend work to the effective date of the Engineer's order to resume the work. Claims for such compensation shall be filed with the Engineer within the time period stated in the Engineer's order to resume work. The Contractor shall submit with his or her claim information substantiating the amount shown on the claim. The Engineer 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, for suspensions made at the request of the Owner, or for any other delay provided for in the contract, plans, or specifications.

If it should become 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 or working days allowed for completion of the work shall be stated in the proposal and contract and shall be known as the CONTRACT TIME.

Should the contract time require extension for reasons beyond the Contractor's control, it shall be adjusted as follows:

- a. CONTRACT TIME based on WORKING DAYS shall be calculated weekly by the Engineer. The Engineer will furnish the Contractor a copy of his or her weekly statement of the number of working days charged against the contract time during the week and the number of working days currently specified for completion of the contract (the original contract time plus the number of working days, if any, that have been included in approved CHANGE ORDERS or SUPPLEMENTAL AGREEMENTS covering EXTRA WORK).

The Engineer shall base his or her weekly statement of contract time charged on the following considerations:

- (1) No time shall be charged for days on which the Contractor is unable to proceed with the principal item of work under construction at the time for at least six (6) hours with the normal work force employed on such principal items. Should the normal work force be on a double-shift, 12 hours shall be used. Should the normal work force be on a triple-shift, 18 hours shall apply. Conditions beyond the Contractor's control such as strikes, lockouts, unusual delays in transportation, temporary suspension of the principal item of work under construction or temporary suspension of the entire work which have been

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ordered by the Owner for reasons not the fault of the Contractor, shall not be charged against the contract time.

- (2) The Engineer will not make charges against the contract time prior to the effective date of the notice to proceed.
- (3) The Engineer will begin charges against the contract time on the first working day after the effective date of the notice to proceed.
- (4) The Engineer will not make charges against the contract time after the date of final acceptance as defined in the subsection 50-15 titled FINAL ACCEPTANCE of Section 50.
- (5) The Contractor will be allowed one (1) week in which to file a written protest setting forth his or her objections to the Engineer's weekly statement. If no objection is filed within such specified time, the weekly statement shall be considered as acceptable to the Contractor.

The contract time is based on the originally estimated quantities as described in the subsection 20-05 titled INTERPRETATION OF ESTIMATED PROPOSAL QUANTITIES of Section 20. Should the satisfactory completion of the contract require performance of work in greater quantities than those estimated in the proposal, 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 contract time shall not consider either the cost of work or the extension of contract time that has been covered by change order or supplemental agreement and shall be made at the time of final payment.

- b. 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-workdays. 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.

- c. When the contract time is a specified completion date, it shall be the date on which all contract work shall be substantially complete.

If the Contractor finds it impossible for reasons beyond his or her control to complete the work within the contract time as specified, or as extended in accordance with the provisions of this subsection, the Contractor may, at any time prior to the expiration of the contract time as extended, make a written request to the Owner for an extension of time setting forth the reasons which the Contractor believes will justify the granting of his or her request. Requests for extension of time on calendar day projects, caused by inclement weather, shall be supported with National Weather Bureau data showing the actual amount of inclement weather exceeded what could normally be expected during the contract period. The Contractor's plea that insufficient time was specified is not a valid reason for extension of time. If the supporting documentation justify the work was delayed because of conditions beyond the control and without the fault of the Contractor, the Owner may extend the time for completion by a change order that adjusts the contract time or completion date. The extended time for completion shall then be in full force

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and effect, the same as though it were the original time for completion.

80-08 Failure to complete on time. For each calendar day or working day, as specified in the contract, that any work remains uncompleted after the contract time (including all extensions and adjustments as provided in the subsection 80-07 titled DETERMINATION AND EXTENSION OF CONTRACT TIME of this Section) the sum of **ONE THOUSAND FIVE HUNDRED DOLLARS** (\$1,500.00) will be deducted from any money due or to become due the Contractor or his or her 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.

The Contract Time shall end on or before **90 days from the Notice to Proceed to Final Acceptance and** means that all of the work of the Contract is complete and in operating order.

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 his or her 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 Engineer consider the Contractor in default of the contract for any reason above, the Engineer 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 Engineer of the facts of such delay,

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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 Engineer 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 Engineer.

Termination of the contract or a portion thereof shall neither relieve the Contractor of his or her responsibilities for the completed work nor shall it relieve his or her 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 Engineer 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 his or her work in such a manner as to ensure safety and a minimum of hindrance to flight operations. All Contractor equipment and material stockpiles shall be stored a minimum of 250 feet from the centerline of an active runway. No equipment will be allowed to park within the approach area of an active runway at any time. No equipment shall be within 250 feet of an active runway at any time.

See the Construction Safety and Phasing Plans (CSPP) within the contract drawings.

END OF SECTION 80

Section 90 – Measurement and Payment

90-01 Measurement of quantities. All work completed under the contract will be measured by the Engineer, or his or her authorized representatives, using United States Customary Units of Measurement or the International System of Units.

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.

The term “lump sum” when used as an item of payment will mean complete payment for the work described in the contract.

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.

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 Engineer. 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.

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 the subsection 70-18 titled NO WAIVER OF LEGAL RIGHTS of Section 70.

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 the subsection 40-02 titled ALTERATION OF WORK AND QUANTITIES of Section 40 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 his or her unbalanced allocation of overhead and profit among the contract items, or from any other cause.

90-04 Payment for omitted items. As specified in the subsection 40-03 titled OMITTED ITEMS of Section 40, the Engineer 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 Engineer 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 Engineer’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 Engineer’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

Section 90 – Measurement and Payment

costs incurred for the purpose of performing the omitted contract item prior to the date of the Engineer'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 the subsection 40-04 titled EXTRA WORK of Section 40, will be paid for at the contract prices or agreed prices specified in the change order or supplemental agreement authorizing the extra work.

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 Engineer, 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 the subsection 90-07 titled PAYMENT FOR MATERIALS ON HAND of this section. No partial payment will be made when the amount due to the Contractor since the last estimate amounts to less than five hundred dollars.

The Contractor is required to pay all subcontractors for satisfactory performance of their contracts no later than 15 days after the Contractor has received a partial payment. The Owner must ensure prompt and full payment of retainage from the prime Contractor to the subcontractor within 15 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.

From the total of the amount determined to be payable on a partial payment, percent of such total amount will be deducted and retained by the Owner until the final payment is made, except as may be provided (at the Contractor's option) in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section. The balance, 5% of the amount payable, less all previous payments, shall be certified for payment. Should the Contractor exercise his or her option, as provided in the subsection 90-08 titled PAYMENT OF WITHHELD FUNDS of this section, no such percent retainage shall be deducted.

When at least 95% of the work has been completed, the Engineer 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 Engineer 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 the subsection 90-09 titled ACCEPTANCE AND FINAL PAYMENT of this section.

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.

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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 Engineer at or on an approved site.
- b. The Contractor has furnished the Engineer with acceptable evidence of the quantity and quality of such stored or stockpiled materials.
- c. The Contractor has furnished the Engineer 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 so stored or stockpiled.
- e. The Contractor has furnished the Owner evidence that the material so 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 his or her 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 subsection.

90-08 Payment of withheld funds. At the Contractor's option, if an Owner withholds retainage in accordance with the methods described in subsection 90-06 PARTIAL PAYMENTS, the Contractor may request that the Owner deposit the retainage into an escrow account. The Owner's deposit of retainage into an escrow account is subject to the following conditions:

- a. The Contractor shall bear all expenses of establishing and maintaining an escrow account and escrow agreement acceptable to the Owner.
- b. The Contractor shall deposit to and maintain in such escrow only those securities or bank certificates of deposit as are acceptable to the Owner and having a value not less than the retainage that would otherwise be withheld from partial payment.
- c. The Contractor shall enter into an escrow agreement satisfactory to the Owner.
- d. The Contractor shall obtain the written consent of the surety to such agreement.

90-09 Acceptance and final payment. When the contract work has been accepted in accordance with the requirements of the subsection 50-15 titled FINAL ACCEPTANCE of Section 50, the Engineer will prepare the final estimate of the items of work actually performed. The Contractor shall approve the Engineer's final estimate or advise the Engineer of the Contractor's objections to the final estimate which

Section 90 – Measurement and Payment

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 Engineer 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 Engineer's final estimate. If, after such 30-day period, a dispute still exists, the Contractor may approve the Engineer'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 the subsection 50-16 titled CLAIMS FOR ADJUSTMENT AND DISPUTES of Section 50.

After the Contractor has approved, or approved under protest, the Engineer's final estimate, and after the Engineer's receipt of the project closeout documentation required in subsection 90-11 PROJECT CLOSEOUT, 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 the subsection 50-16 titled CLAIMS FOR ADJUSTMENTS AND DISPUTES of Section 50 or under the provisions of this subsection, 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. 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. All light-emitting diode (LED) light fixtures with the exception of obstruction lighting, (Advisory Circular (AC) 150/5345-43) 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:
 - (1) The Contractor's failure to conform to contract requirements; or
 - (2) 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 seven (7) 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.

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- 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 shall perform a warranty inspection with the Contractor approximately three (3) months before the end of the one-year warranty period.

90-11 Project closeout. 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 Engineer 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 subsection 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.
- 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.

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- 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

SECTION 100 – INSTRUCTIONS TO BIDDERS

100-01 BID DATE. Sealed proposals will be received at the office of Brian Dorman – Director of Planning & Development; of the Syracuse Regional Airport Authority, 1000 Col. Eileen Collins Boulevard, Syracuse, New York, 13212 until 3:00 p.m., local time, on Tuesday, September 6th, 2022 for:

Syracuse Hancock International Airport
Surface Parking Lot Expansions

The Bid and Contract Documents (consisting of the Project Specifications, Proposal, Agreements and Contract Drawings) may be obtained from the Bid Express Service site and the Syracuse Regional Airport Authority Website. Notice to Bidders will be placed on the Syracuse Regional Airport Authority Web page and in the Syracuse Post Standard.

Syracuse Regional Airport Authority Web Site
<https://syrraa.com/bids-rfp-rfq/>

bidexpress.com

A. NOTICE OF REQUIREMENT FOR AFFIRMATIVE ACTION TO ENSURE EQUAL EMPLOYMENT OPPORTUNITY (EXECUTIVE ORDER 11246, AS AMENDED).

1. The bidder's attention is called to the "Equal Opportunity Clause" as set forth below.
2. The goals for minority, women, and disabled Veteran participations, expressed in percentage terms for the Contractor's aggregate work force in each trade on all construction work in the covered area, are as follows:

Goals for Minority/Women-Owned Business Enterprise Participation (MW/BE): 30% See Appendix A
Goals for Disabled Veteran Participation (SDVE): 6.0% See Appendix B

These goals are applicable to all the Contractor's construction work (whether or not it is Federal or Federally assisted) performed in the covered area.

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 established for the geographical area where the Contract resulting from this solicitation is to be performed. 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 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, OFCCP, within ten (10) working days of award of any construction subcontract in excess of \$10,000 at any tier for construction work

SECTION 100 – INSTRUCTIONS TO BIDDERS

under the Contract resulting from this solicitation. The notification shall list the name, address, and telephone number of the Subcontractor; employee identification number; estimated dollar amount of the Subcontract; estimated starting and completion dates of the Subcontract; and the geographical area in which the Contract is to be performed.

4. As used in this notice and in the Contract resulting from this solicitation, the "covered area" is the City of Syracuse, Syracuse Regional Airport Authority, the County of Onondaga, and the State of New York.

100-02 BID FORM. Each bid must be made upon the printed proposal which is a part of this notice sealed within a standard envelope furnished by the Director of the Office of Management and Budget, Division of Purchase, and endorsed upon the outside of the envelope with the name of the work, or of the kind of material, to which the enclosed bid relates.

100-03 BID BOND. Each bid must be accompanied by a certified check or bid bond payable to the "Executive Director" of the Syracuse Regional Airport Authority in the amount of 5% of the Contractor's Bid Price.

100-04 FORM OF BID PRICE. Each Bidder is required to state a price as specified for each and every item enumerated in the proposal upon which the bid is made. Prices must be written with ink in words and also in figures. Do not round off numerals. Do not remove the bid forms from this book. All Contract Documents, except the separately bound Contract Plans, must be submitted with the Bid.

100-05 PERSONS INTERESTED IN BID. Each Bidder is required to state in his bid the names and places of residence of any and all persons interested in the bid; that the bid is made without any connection with any person making another bid for the same Contract, and that it is in all respects fair and without collusion or fraud; also that no member of the Authority, or any person in the employ of the said Authority is directly or indirectly interested in the bid, or in the supplies or the work to which it relates, or in any portion of the profits thereof.

100-06 WITHDRAWAL OF BID. No bid may be withdrawn for any reason whatever, after it has been deposited with the office of Brian Dorman – Director of Planning & Development, Syracuse Regional Airport Authority.

100-07 REJECTION OF BID. The Executive Director, Syracuse Regional Airport Authority reserves the rights to reject any and all bids not deemed in the best interests of the Authority, and to reject as informal such bids, which are, in his opinion, are incomplete, conditional, obscure, or which contain irregularities of any kind.

100-08 INFORMATION AVAILABLE TO BIDDERS. Each Bidder is required to form his own opinion of the quantities and character of the work by personal examination of the ground where it is to be done and of the Plans and Specifications relating to it, or by such other means as he may prefer.

He shall satisfy himself as to the character, quality, and quantities of work to be performed, materials to be furnished, and as 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 as to the conditions to be encountered in performing the work and as to the requirements of the proposed Contract, Plans and

SECTION 100 – INSTRUCTIONS TO BIDDERS

Specifications. No allowance shall be made subsequently in this connection in behalf of the Contractor for any error or negligence on his part.

100-09 SURETY BOND. The person or persons whose bid has been accepted will be required to furnish a bond in the amount of One Hundred (100%) percent of the total bid on which the Contract shall be let, from some responsible surety company authorized to do business in the State of New York, and to attend at the office of the Executive Director of the Authority with the sureties offered by him or them and execute the Contract and bond within ten (10) days from the date of the service of a notice to that effect, delivered to him or them in person, or mailed to the address given in the bid. In case of failure to do so he or they will be deemed to have abandoned the Contract, and the amount of the deposit made by him or them will be forfeited to and retained by the Authority as liquidated damages for such failure, but if he or they shall execute the Contract and bond within the time aforesaid, the amount of his or their deposit will thereupon be returned to him or them.

100-10 PAYMENT. The Contractor will be paid monthly approximate estimates to a total amount of ninety-five percent (95%) of the value of the work done to date. The final five percent (5%) will be paid to the Contractor upon Final Acceptance of the Project by the Owner.

The Contractor will be paid monthly in accordance with the terms of the Contract Documents and the requirements of New York law, including but not limited to, paying prevailing wages and supplements, filing all pay rolls for the Project with the Syracuse Regional Airport Authority Engineer or his/her designee in a manner consistent with Section 220(3- a) of the New York Labor Law. The Contractor's filing of pay rolls in a manner consistent with Section 220(3- a) of the New York Labor Law with the Authority's Engineer or his/her designee for this Project is a condition precedent to the payment of any sums due and owing to the Contractor for work done on this project. Additionally, the Contractor must file a duly executed Lien Release and Waiver Form with each payment application and the Contractor's filing of the duly executed Lien Release and Waiver Form is a condition precedent to the payment of any sums due and owing to the Contractor for work done on this Project.

100-11 CLAIMS. The Contractor shall have no claim against the Syracuse Regional Airport Authority by reason of any variation between the quantities of the approximate estimate and the quantities of work as done, nor on account of any misunderstanding or misconception of the nature and character of the work, or of the ground where it is to be executed.

Payment to the Contractor will be made only for the actual quantities of work performed or materials furnished in accordance with the Contract, Plans and Specifications.

100-12 SUBSTITUTIONS. If the Contractor proposed to use materials or devices other than those specified, equal in quality and workmanship thereto, he shall indicate upon the blank provided the materials or devices which he proposed to furnish. Failure to propose a substitution shall be deemed to mean that the Contractor proposes to use material or devices chosen by the Specifications as standards.

100-13 BIDS. Bids are solicited on a lump sum or unit price basis for each item listed in the Proposal. The total price bid for each item shall be for the Completion of all parts of the work as shown on the Plans and prescribed by Specifications, together with all work incidental thereto, for each item listed in the Form of Proposal. Bids will be compared, computed, and canvassed on the basis of the approximate estimate and quantities stated in the bid.

SECTION 100 – INSTRUCTIONS TO BIDDERS

100-14 MINIMUM REQUIREMENTS FOR BIDDING. Bidders must be skilled and regularly engaged in the class of work bid for, and if required by the Authority or their Engineer, must submit satisfactory evidence of competency and financial responsibility to do the work within the agreed time and in accordance with all the requirements of the Contract. The successful Bidder will be required to keep the entire work of the Contract at all times under his control.

100-15 PLAN DEPOSIT.

- A. All Plans, Specifications, bid documents may be obtained from the Bid Express Service site and the Syracuse Regional Airport Authority Website. Notice to Bidders will be placed on the Syracuse Regional Airport Authority Web page and in the Syracuse Post. Any necessary addendum to this project will be posted to Bid Express and the Syracuse Regional Airport Authority website.

100-16 INSURANCE.

- A. Each of the selected Contractors shall be required to purchase at its own cost and expense and maintain at all times for the duration of the contract with the Authority:

1. Commercial General Liability insurance (ISO occurrence form CG0001), including Products/Completed Operations and Contractual Liability providing coverage in the minimum amounts of:

Bodily Injury and Property Damage Limit	\$1,000,000 each occurrence
Products/Completed Operations Limit	\$2,000,000 aggregate
Personal Injury & Advertising Injury Limit	\$1,000,000 each person or organization
General Aggregate	\$2,000,000 applicable on a per project basis

2. The Syracuse Regional Airport Authority and the City of Syracuse, their officers, employees, and agents shall be named as Additional Insureds for liability arising under the Contract applicable to both ongoing and completed operations on a primary & non-contributory basis. Per Project Aggregate Endorsement.

There shall be no exclusions relating to NYS Labor Law or municipal operations.

Coverage shall be maintained for a 1-year period following completion of the project.

3. Automobile Liability insurance coverage on all vehicles used by the Contractor at the Airport, including all owned, hired, and non- owned vehicles, with a combined single limit of at least one million dollars (\$1,000,000) for bodily injury, property damage and pollution, naming the Authority and the City of Syracuse as additional insureds. The automobile liability insurance policy shall be comprehensive so as to cover: (i) bodily injury, including mental anguish, sickness, disease, and death; and (ii) injury to or destruction of property including loss of use thereof, arising out of the activities of the Consultant.
4. Worker's Compensation insurance in amounts required by statute for the Consultant's employees.

SECTION 100 – INSTRUCTIONS TO BIDDERS

5. Commercial Umbrella/Excess with follow form terms to the primary and having limits of not less:

Bodily Injury and Property Damage Limit	\$5,000,000 each occurrence
Products/Completed Operations Limit	\$5,000,000 aggregate
General Aggregate	\$5,000,000 applicable on a per project basis

6. Owner's Protective Liability. Each Contractor, at its own cost and expense, shall procure an Owner's Protective Liability Insurance Policy, acceptable to the Owner, designating the Owner as the named insured, with respect to liability arising out of operations performed by the Contractor or supervisory acts and omissions of the Owner with respect to such operations. The insurance shall be maintained in full force during the life of this Contract. The limits of this insurance shall be in an amount not less than one Million per occurrence and two Million Aggregate.
7. All required policies shall be written with carriers who maintain an A.M. Best's rating and financial size of at least A- XII and shall be licensed (for insurance companies domiciled in New York), admitted (for insurance companies not domiciled in New York) and authorized to do business in the State of New York by the New York State Department of Financial Services. Each insurance policy must be enforceable in the State of New York, be reasonably acceptable to the Authority's counsel and must include coverage and limits of liability as required in this RFQ.

All policies shall include Waiver of Subrogation endorsements in favor of the Syracuse Regional Airport Authority and the City of Syracuse.

8. All policies shall be endorsed to provide for thirty (30) days' written notice to the Authority prior to the cancellation or termination or material modification of the policy, except in the case of nonpayment of premium, in which case the notice shall be no less than ten (10) days to the Authority.

Certificates of Insurance with copies of the endorsements evidencing the required Additional Insured(s), Waiver(s) of Subrogation and Notice(s) of Cancellation provisions must be delivered to Brian Dorman – Director of Planning & Development prior to the Contractors commencement of services under the Contract, and upon the renewal of each policy required under the Contract.

9. If at any time, the policies shall become unsatisfactory to the Authority as to form or substance, or if any of the carriers issuing such policy shall be or become unsatisfactory to the Authority, the selected Contractor, on demand of Brian Dorman – Director of Planning & Development, shall promptly obtain a new and satisfactory policy in replacement.
10. The selected Contractor shall require its subcontractors and joint venture partners to have the same insurance required of the Contractor, and to provide any and all required insurance certificates of insurance Brian Dorman – Director of Planning & Development in the manner described above. The selected Contractor shall not commence work until it has obtained all the insurance required in this RFQ.

SECTION 100 – INSTRUCTIONS TO BIDDERS

100-17 INSURANCE CERTIFICATES AND POLICIES. The Certificate of Contractor's General Liability Insurance is to be filed with the Owner. This Certificate of Insurance shall contain the following endorsement:

"IT IS UNDERSTOOD THAT THE _____
INSURANCE COMPANY WILL NOTIFY THE DIRECTOR OF MANAGEMENT AND
BUDGET/DIVISION OF PURCHASE OF THE CITY OF SYRACUSE, NEW YORK, 221 CITY HALL,
SYRACUSE, NEW YORK AND THE ENGINEER BY REGISTERED MAIL THIRTY DAYS PRIOR
TO ANY CHANGES IN OR CANCELLATION OF THE POLICY.

A copy of the Owner's Protective Liability Insurance policy **MUST** be submitted to the Director of Management and Budget/Division of Purchase within ten (10) days after notice of award. The certificate of Owner's Protective Insurance alone is not sufficient.

100-18 BID MISTAKES AND ERRORS. When a Bidder claims to have made a mistake or error in his bid, such shall be called to the attention of the Executive Director of the Authority by delivering to the Executive Director a written notice setting forth the nature of the mistake or error accompanied by documentary evidence or other proof of such mistake or error within seventy-two (72) hours after the opening of the bid; otherwise, the bid may not be withdrawn. A Bidder's failure to deliver either said notice or documentary evidence or proof within seventy-two (72) hours of bid opening shall constitute a waiver of the Bidder's right to claim an error or mistake. If such notice and documentary evidence or proof have been provided within seventy-two hours of bid opening the Executive Director of the Authority will determine if an error or mistake has been made and whether such is excusable. If the Executive Director of the Authority shall determine that an excusable error or mistake has been made, he may permit the bid to be withdrawn. The determination of the Executive Director of the Authority as to whether a Bidder made an excusable error or mistake shall be conclusive upon the Bidder, his surety and all who claim rights under the Bidder.

100-19 ELIGIBILITY. The Syracuse Regional Airport Authority reserves the right to disqualify a Bidder to waive any informality in a proposal, and to reject any and all proposals.

END OF SECTION 100

SECTION 200 – INFORMATION FOR BIDDERS

200-01 RECEIPT AND OPENING OF BIDS. The Executive Director, Syracuse Regional Airport Authority, herein called the "Owner" invites bids on the forms attached hereto, all blanks of which must be appropriately filled in.

Bids will be received by the Owner on the date and hour specified in the Advertisement and Notice to Contractors and then publicly opened and read.

Bids, to receive consideration, must be received prior to **3:00 p.m.** on the date specified.

200-02 QUALIFICATION OF BIDDERS. Attendance of the Pre-Bid Conference stated in the ADVERTISEMENT will be considered in reviewing a Bidder's qualifications.

Satisfactory evidence of competency to complete the proposed work shall consist of statements covering the Bidder's past experience on similar work, a list of equipment that would be available for the work, and a list of key personnel that would be available.

Satisfactory evidence of financial responsibility to do the proposed work shall consist of a confidential statement or report of the Bidder's financial resources and liabilities as of the last calendar year or the Contractor'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 his 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 his (Bidder's) true financial condition at the time such qualified statement or report is submitted to the Owner.

Each Bidder shall submit "evidence of competency" and "evidence of financial responsibility" to the Aviation Project Officer within forty-eight (48) hours after the time such evidence is requested.

Contractors, Subcontractors, or persons performing electrical, security, fire alarm, fire protection, elevator/escalator/lift or HVAC work on this contract must be licensed by the City of Syracuse to perform such work. Contractors, Subcontractors, or persons performing plumbing work on this contract must be licensed by Onondaga County to perform such work. Refer to section 700-17 "CITY ORDINANCES" for additional information.

200-03 BID SECURITY. Each bid must be accompanied by a certified check or bid bond in the amount of five percent (5%) of the Base Bid payable to the order of the Executive Director, Syracuse Regional Airport Authority for each Division of work previously indicated.

The bid deposits of all bidders except the three lowest will be returned within three (3) days after the formal opening of the bids, and the remaining certified checks or substitute bid bonds will be returned within forty-eight (48) hours after the Contract has been executed, or if no such Contract has been executed, within forty-five (45) days after the date of the opening of bids upon demand of the Bidder at any time thereafter, so long as he has not been notified of the acceptance of his bid.

200-04 BASIS OF AWARD. The Contract shall be awarded to the Bidder whose Base Bid or Alternate (if any), together with the Add-Ons (if any) selected by the Owner, is determined the best value proposal by the Authority.

SECTION 200 – INFORMATION FOR BIDDERS

If unit prices are called for, each Bidder is required to state a price as specified for each item enumerated in the proposal upon which the bid is made. Prices must be written with ink in words and also in figures. Upon entering a unit bid price for any item, the product of the approximate quantity listed multiplied by the unit price bid shall be entered in the column marked **TOTAL AMOUNT IN FIGURES** in each instance. The total of said products shall be entered in words and figures in the space provided at the end of the bid sheets.

In the event there is a discrepancy in any bid between the unit price and the extended totals, the unit prices shall govern. In the event there is a discrepancy in any bid between the unit prices written in figures and the unit prices written in words, the unit prices written in words shall govern.

Prior to notification of award of Contract (or intend to award), the apparent successful Bidder shall submit the following information to the Engineer in writing:

1. For each of the forgoing lump sum items: Provide a schedule for values for major products, assemblies, or operations indicating separate amounts for (a) purchased materials, (b) labor, and (c) construction equipment, which total the lump sum bid for each item.
2. For each of the foregoing unit price items: Provide a schedule of values for the portion of 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 breakdowns will be reviewed by the Engineer. Any additional detail or justification for cost distribution shall be provided by the apparent successful Bidder upon request.

The breakdowns for lump sum items 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.

The breakdowns of unit price items will not be used in computing progress payments but will be used to assist the Engineer in determining if change order costs are reasonable.

200-05 ADDENDA AND INTERPRETATIONS. No interpretation of the meaning of the Plans, specifications or other Contract Documents will be made to any Bidder orally. Every request for such interpretation should be submitted to Brian Dorman – Director of Planning & Development the bid express solicitation; bidexpress.com

and to be given consideration must be received at least five (5) days prior to the date fixed for the opening of bids. Any and all such interpretations and any supplemental instructions will be in the form of written addenda to the specifications which, if issued, will be available to all bidders () not later than one day prior to the date fixed for the opening of bids. Failure of any Bidder to receive any such addendum or interpretation shall not relieve any Bidder from any obligation under his bid as submitted. All addenda so issued shall become part of the Contract Documents. Failure to request an interpretation constitutes a waiver to later claim that ambiguities or misunderstandings caused a Bidder to improperly submit its bid or to have inadvertently bid on certain items.

200-06 SECURITY FOR FAITHFUL PERFORMANCE. The successful Bidder must have such qualifications as may be required for the execution of a Surety Bond of standard form in the amount of one hundred (100%) per cent of the accepted bid as security guaranteeing the faithful performance of the work

SECTION 200 – INFORMATION FOR BIDDERS

and a Surety Bond of a standard form in the amount of one hundred (100%) percent of the accepted bid as security for the payment of all labor and furnishing of materials in connection therewith.

Attorneys in fact, who sign Contract bonds, must file with each bond a certified copy of their Power of Attorney to sign said bonds.

200-07 START OF WORK. The Bidders are hereby notified that the Time for Completion is of the essence, and, to that end, the Owner has determined that the completion dates as stated below and, in the Contract, and Specifications include adequate time for Completing the work under this Contract. If the Bidders consider that the time to complete the work is inadequate, they should not submit bids.

The work of the Contract shall commence on the date stated in the Notice to Proceed to the Contractor.

200-08 TIME FOR COMPLETION. The Time for Completion of this Contract is 90 Total Calendar Days for Base Bid, Item A-1. and Add Alternative A-4 and A-5. Additional Time for Completion for each Add Alternative are listed below:

- A-2 Parking Lot #1 – Bus Shelters (5 calendar days)
- A-3 Parking Lot #1 – Replacement of Existing Site Light Fixtures (5 calendar days)

The Bidders attention is directed to the liquidated damages provisions of the section titled “FAILURE TO COMPLETE ON TIME” of section 200-16. Stoppage of work will be allowed with approval from the Engineer and SRAA for manufacturing/delivery of long lead items.

200-09 PROPOSALS. Proposals to be entitled to consideration must be in accordance with the following instructions:

Electronically Submitted Proposals for the construction of Surface Parking Lot Expansions Contract(s) will be received by the offices of the Executive Director; of the Syracuse Regional Airport **through** www.bidexpress.com.

Sealed proposals may be received with signature, date & time verification to the office of the Executive Director of the Syracuse Hancock International Airport, located at 1000 Col. Eileen Collins Boulevard, Syracuse, New York 13212 until **3:00 pm, local time, on September 6th, 2022.**

Proposals shall be made upon the forms provided herein, and all blank spaces in the Form of Proposal shall be fully filled; and the amount of the bid shall be stated both in writing and in figures; the signature shall be in longhand; and the completed form shall be without interlineations, alteration, or erasure.

Proposals shall not contain any recapitulation of the work to be done. No oral, telegraphic, or telephone proposals or modifications of the same will be considered.

Proposal sheets are bound herein and shall not be detached from this specification. The entire specification shall be enclosed in an envelope and the envelope sealed. Proposals shall be addressed to Brian Dorman – Director of Planning & Development, Syracuse Regional Airport Authority and shall be delivered to the office of Brian Dorman – Director of Planning & Development, Syracuse Regional Airport Authority at site of opening on or before the date and hour specified.

The competence and responsibility of a Bidder will be considered in determining that a Bidder is qualified for purpose of making the award. See Section 200-02 QUALIFICATION OF BIDDERS.

SECTION 200 – INFORMATION FOR BIDDERS

Any bulletins or addenda issued during the time of bidding are to be covered in the proposal and in closing a Contract will become part thereof.

Each bid must be signed by the Bidder with his usual signature.

Bids for partnerships should be signed with the partnership name by one of the members of the partnership or by an authorized representative, followed by the signature and title of the person signing.

Bids for corporations must be signed with the name of the corporation, followed by the signature and designation of the president, vice president, or other person authorized to bind in the matter.

200-10 DOCUMENTS. The term "Contract Documents" refers to the Advertisement; the Definition of Terms; the Instruction to Bidders; the Information for Bidders; the Form of Proposal; the Agreement; the Contractor's Performance Bond; any required insurance certificates; the Clauses of General Application; the Additional New York State Department of Transportation Requirements; the Additional Federal Requirements; the Technical Specifications; Specifications; the Plans; the Appendices; and any Addenda issued during the bid period.

200-11 SUBCONTRACTORS AND MAJOR MATERIALS LIST. The subcontractors and materials lists must be filled out and submitted within 48 hours of notice of award.

200-12 CONTRACT PLANS FURNISHED TO CONTRACTORS. The Contractor will be furnished, free of charge, two (2) sets of full-size Contract Plans, and two (2) copies of the Specifications. Additional sets of Contract Plans and Specifications will be furnished at cost.

200-13 NOTICE OF AWARD AND EXECUTION OF CONTRACT. Within ten (10) days after notice of award, the Contractor must submit to Brian Dorman – Director of Planning & Development of the Syracuse Regional Airport Authority: The Performance Bond (see Section 600); Certificate for all required insurance policy(ies); Contractor shall submit to Brian Dorman – Director of Planning & Development of the Syracuse Regional Airport Authority a copy of the Owner's Protective Liability Insurance policy within thirty (30) days after notice to of award. In case of failure to do so he or they will be deemed to have abandoned the Contract, and the amount of the deposit made by him or them will be forfeited to and retained by the Authority as Liquidated damages for such failure, but if he or they shall execute the Contract and bond within the time aforesaid, the amount of his or their deposit will thereupon be returned to him or them.

Within one (1) day after bid receipt & notice of request, the Contractor must submit to Ms. Tori Hunt – Contracting Officer of the Syracuse Regional Airport Authority: The MWBE & SDVOB Fully Completed and Signed MWBE & SDVOB Participation Plan.

In order to execute the Contract, the successful Bidder shall sign (execute) the necessary Agreements for entering into the Contract and return such signed Contract to the Owner, along with the fully executed surety bond or bonds specified in Section 200-06 SECURITY FOR FAITHFUL PERFORMANCE, within ten (10) calendar days from the date mailed or otherwise delivered to the successful Bidder. If the Contract is mailed, special handling is recommended.

200-14 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

SECTION 200 – INFORMATION FOR BIDDERS

executed by all parties and is approved by the Owner in accordance with Section 200-15 APPROVAL OF CONTRACT.

200-15 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.

200-16 FAILURE TO COMPLETE ON TIME. The sum of \$1,500.00 per calendar day shall be deducted from the moneys due to the Contractor for each calendar day that any work shall remain uncompleted after the time limit stipulated in the "TIME OF COMPLETION" section above.

This provision applies individually to the completion and occupancy of the Base Bid Parking Lot #1 and each Add Alternate Parking Lot as well as for completion of the overall contract.

200-17 SUBSTITUTION OF EQUAL ITEMS. Whenever these specifications mention an Item by name, and use specified descriptions of same as reference thereto, it is intended to convey to the Bidder an understanding of the standard of excellence required. Items of equal type, quality, and approximate size which will conform substantially to the standard of excellence established to provide equivalent merit, strength, durability, and appearance and to perform the required function in accordance with these specifications may be provided as an equal item. The Authority Engineer shall have final approval of whether an item is equal to the item as specified.

200-18 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 a kind which will not be incorporated into the completed project, and the Contractor and his 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 the 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 to the Contractor.

SECTION 200 – INFORMATION FOR BIDDERS

The sum paid under this Agreement shall be deemed to be in full consideration for the performance by the Contractor of all his duties and obligations under this Agreement in connection with said sale.

The Contractor agrees to construct the Project and to furnish and perform all work and labor 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 said work and labor, and the sum paid pursuant to this Agreement shall be deemed to be in full consideration for the performances by the Contractor of all his duties and obligations under this Agreement in connection with said work and labor.

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 Section 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 sale of such materials and supplies by the Contractor to the Owner will not be subject to the aforesaid 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 aforesaid 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 separation of the sale of materials and supplies from the work and labor to be provided.

- A. 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 aforementioned 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 above-mentioned 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:
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 and labor 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 labor, and
- B. The Contractor and his Subcontractors and materialmen complete New York State Sales Tax Form ST120.1. (Contractor Exempt Purchase Certificate), and furnish such certificate to all persons, firms,

SECTION 200 – INFORMATION FOR BIDDERS

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 said claim in the manner and to the extent that the Owner may choose and to settle or satisfy said claims, and such attorney as the Owner may designate is authorized to act for the purpose of contesting, settling, and satisfying said 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 said claim and furnish promptly to the Owner and said attorney all information and documents necessary or convenient for contesting said claim, said 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 such claim, it will bear the expense of such contest.

Nothing in this Article is intended or shall be construed as relieving the Contractor from his 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.

200-19 REFERENCE DRAWINGS. The drawings listed in the Table of Contents (and bound with the Plans) as Reference Drawings (if any) are for the Bidder's reference, only. These drawings were prepared for other projects and are furnished only to show related conditions. The Bidder is encouraged to examine the Reference Drawings to ascertain the relationship of the Work to the conditions shown on the reference drawings.

200-20 M/WBE, EEO AND SDVE INFORMATION. Information regarding M/WBE, EEO and SDVE participations for SRAA contracts is included in Appendix A and B of Section 03 - Proposal.

END OF SECTION 200

SECTION 600 – CONTRACTOR’S PERFORMANCE BOND

NOTE: CONTRACTOR MUST COMPLETE ORIGINAL PERFORMANCE BONDS, ISSUED AT THE TIME OF AWARD. DO NOT SUBMIT INFORMATION ON THE PAGES IN THIS SECTION.

CONTRACTOR'S PERFORMANCE BOND (SAMPLE)

KNOW ALL MEN BY THESE PRESENTS, that we _____

principal _____ and _____

surety _____, are held and firmly bound unto the Syracuse Regional Airport Authority in the sum of _____ Dollars (\$ _____) lawful money of the United States, to be paid to the Syracuse Regional Airport Authority, its successors or assigns, for which payment well and truly to be made we bind ourselves and all and each of our successors, heirs, executors and administrators, jointly and severally, firmly by these presents.

Sealed with our seals Dated this _____ day of _____, 20____.

THE CONDITION OF THIS OBLIGATION IS SUCH, that if the above bounden, the Contractor

_____ with the Syracuse Regional Airport Authority in the foregoing Contract named, shall and will faithfully perform the work and furnish the materials and supplies in and by said Contract agreed by _____ to be performed and furnished, and shall faithfully perform and comply with all the conditions and obligations of said Contract on _____ part in every particular, and shall promptly make payment of the sums due to all persons supplying labor and material in the prosecution of the work provided for in said Contract, then and in that event, this obligation to be void, otherwise to remain in full force and virtue.

SECTION 600 – CONTRACTOR’S PERFORMANCE BOND

(Affix seal if principal is a corporation; if principal is a co-partnership, each partner should sign individually-under the firm name)

Principal _____ L.S.
_____ L.S.
_____ L.S.

(Affix seal if surety is a corporation)

Surety _____ L.S.
_____ L.S.
_____ L.S.

(If signed by a Surety Company, affix authority of its officers to sign and its latest sworn financial statement, unless these are on file in the Authority’s office, when this fact should be so stated.)

(If signed by individual sureties, the justification as well as the acknowledgement on the next page should be completed in two places.)

(All signatures should be acknowledged below. The surety, if a corporation, may affix its form of acknowledgement as particularly applicable to its method of execution.)

SECTION 600 – CONTRACTOR’S PERFORMANCE BOND

CONTRACTOR, IF AN INDIVIDUAL, ACKNOWLEDGE HERE

**STATE OF NEW YORK
COUNTY OF ONONDAGA, SS.**

On this _____ day of _____, 20____, before me personally appeared

_____, to me
known and known to me to be the individual described in and who executed the within instrument, and he duly acknowledged that he executed the same.

Notary Public, _____ County
Company Officer _____

CONTRACTOR, IF CO-PARTNERSHIP, ACKNOWLEDGE HERE

**STATE OF NEW YORK
COUNTY OF ONONDAGA, SS.**

On this _____ day of _____, 20____, before me personally appeared _____, to me known and known to me to be one of the firm of

described in and who executed the foregoing instrument, and he _____ thereupon _____ acknowledged to me that he executed the same as and for the act and deed of said firm.

Notary Public, _____ County
Company Officer _____

SECTION 600 – CONTRACTOR’S PERFORMANCE BOND

CONTRACTOR, IF A CORPORATION, ACKNOWLEDGE HERE

**STATE OF NEW YORK
COUNTY OF ONONDAGA, SS.**

On this _____ day of _____, 20____, before me, the subscriber, personally came _____, to me known, who being by me duly sworn did depose and say that he resides in the City of _____; that he is the _____ of the above instrument; that he knew the seal of said corporation; that the seal affixed to said instrument was such corporate seal; that it was so affixed pursuant to a resolution of the Board of Directors of said corporation and that he signed his name thereto by like order.

Notary Public, _____ County
Company Officer _____

SURETY COMPANY ACKNOWLEDGEMENT MAY BE AFFIXED HERE

I hereby approve foregoing surety _____

Dated, Syracuse, New York _____, 20____

_____, Executive Director

END OF SECTION 600

SECTION 700 – CLAUSES OF GENERAL APPLICATIONS

700-01 CONTRACT PLANS. The Contract Plans shall accompany and form a part of the Contract Documents which are bound herein. The Plans are indicated in the Table of Contents.

700-02 MATERIALS AND WORKMANSHIP. Materials, unless otherwise specified, shall be new and of the best quality of their respective kinds, and the work when completed will be accepted in an undamaged and perfect condition only.

- A. All construction, machinery and equipment shall be designed and constructed in conformity with the best practice, and so as to contribute to efficiency, reliability, and safety operation, and provide for the interchangeability of parts, accessibility, sightliness, and minimum expense of maintenance. Each installation shall be so made that its several component parts will function together as a workable system. It shall be complete with all accessories necessary for its operation and shall be left with all equipment properly adjusted and in working order.
- B. Except where it is otherwise specified, all work and materials, and rating and capacities of all machinery and equipment, shall conform to the codes and standards of the respective National Engineering and Technical Societies, and all performance tests shall be made in accordance with the test codes of these Societies. All capacities, sizes, weights, and guarantees are specified as minimum.
- C. All equipment and materials for which there is an underwriter testing service available shall bear that underwriters label. All electric work will be done in accordance with the current National Electric Code.
- D. If certain specified materials, due to circumstances beyond the Contractor's control, are not available at the time it is expedient to make installation of these materials, and a substitution of material is permitted by the Engineer, the Contractor shall make all necessary adjustments in contingent work to conform to the requirements of the new material.
- E. The Contractor shall provide all necessary protection for materials, equipment, etc., stored within the building or on the site. This protection includes providing watchmen, if found necessary, to comply with these provisions. The Contractor is fully responsible for his own materials and equipment whether or not same has been paid for by the Owner. If such materials or equipment are lost, stolen or damaged, prior to final acceptance of the completed building by the Owner, they shall be replaced by the Contractor at no additional cost to the Owner or other contractors on the project.
- F. Labor disputes shall be avoided, and the Owner shall not be responsible in any way for additional costs of any kind incurred by Contractors as a result of work delays caused by a labor dispute regardless of the Contractor or labor involved in such dispute.
- G. The Contractor shall employ no plant, equipment, materials, or men to which the Engineer or his representative objects, and shall remove no plant, materials, equipment, or other facilities from the site of the work without the Engineer's permission. Upon request the Engineer or his representative will confirm in writing any oral order, direction, requirement, or determination.
- H. If the specifications, the Engineer's instructions, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer's representative timely notice of its readiness for inspection, and if the inspection is by another authority than the Engineer, the Engineer shall be given timely notice of the date fixed for such inspection. If any work should be

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covered up without the approval or consent of the Engineer, it must, if required by the Engineer, and if so ordered, the work must be uncovered by the Contractor. The Contractor shall pay the costs associated for inspection, uncovering the work, and repairing or replacing any finishes damaged.

- I. Where operating tests are specified, the Contractor shall test his work as it progresses, on his own account, and shall make satisfactory preliminary tests in all cases before applying to the Engineer's representative for official tests. Tests shall be made in the manner specified, for the different branches of the work. Each test shall be made on the entire system for which such test is required, wherever practical. In case it is necessary to test portions of the work independently, the Contractor shall do so without extra compensation. The Contractor shall furnish all materials and apparatus, make connections, and conduct the official test. The test will be conducted in the presence of a representative of the Engineer. Should defects appear, they shall be corrected by the Contractor and the test repeated until the installation is acceptable to the Engineer. No work of any kind shall be covered or enclosed before it has been tested and approved.
- J. All materials to be used in this building shall be ordered immediately after awarding of contracts and stored ready for use.
- K. The Contractor shall furnish all necessary transportation, scaffolding, centering forms, labor, tools and mechanical appliances and all other means, materials, and supplies for properly prosecuting his work, unless expressly specified otherwise. All scaffolding must be carefully removed. The Contractor arranging to work on scaffolding not furnished by himself shall examine and test same before beginning work, and if insecure, shall make same secure, or notify the Engineer in writing, otherwise he will be held to have accepted the scaffolding and will be responsible for accidents.

700-03 EQUAL RIGHTS. All Contractors shall have equal rights on the building and premises for the performance of their contracts and for the storage of materials. No Contractor shall unnecessarily encumber the building or premises with building materials but shall furnish necessary materials in ample quantities and as frequently as required to avoid delay in the progress of the work and shall permit other Contractors to do the same.

700-04 WRITTEN NOTICE. The Contractor shall give written notice to the Engineer when any labor or materials essential to the conduct of this Contract, but not included herein, are required, and such notice shall be given in proper season to avoid delay, and in any case at least three days before such labor or materials are required. No claim for loss or delay shall be made by or be allowed to any Contractor for failure of other contractors or owners to complete such portions of the work unless the Contractor making such claims has given such notice and has his own materials for the portions of the work so affected on the site of the building.

700-05 CONTIGUOUS WORK. Any Contractor performing constructive or finish work of any kind or character, which is of corresponding relationship with work performed by another Contractor, shall lay out his work according to the work already constructed and take all exact measurements there from, and prepare all shop Plans in accordance with the same, and complete all work to the exact measurements thus obtained and without creating any claim or obligation on the Syracuse Regional Airport Authority.

If any part of any Contractor's work is dependent for its proper execution, or for its subsequent efficiency or appearance on the character or condition of associated or contiguous work not executed by him the Contractor shall examine such associated or contiguous work, and shall report to the Engineer, in writing,

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any imperfections therein or any conditions that render it unsuitable for the reception of this work. In case any Contractor proceeds without making such written report, he shall be held responsible for any defects in his own work in consequence thereof and shall not be relieved of the obligation of any guarantee because of any such imperfection or condition.

700-06 PAYMENTS.

- A. Each month that the Contractor conducts work on this Project, the Contractor may prepare a partial payment application (and, if required by the Consulting Engineer), receipts or other voucher showing the Contractor's payments for materials and labor, including payment to subcontractors) covering all labor and/or material incorporated into this Project up to and including the 20th of the month less all previous payments. Forward four (4) copies to the Consulting Engineer.

The Consulting Engineer shall review the Contractor's application and submit the Contractor's application to the Aviation Project Officer with a recommendation as to the amount properly due to the Contractor. Requests for payment must reach the Aviation Project Officer not later than the last day of the month.

- B. Payments shall only be made on account of materials incorporated in the work and/or stored and insured in local warehouse, under conditions acceptable to the Owner in accordance with the section titled PAYMENT FOR MATERIALS ON HAND of Section 90-07.
- C. When the Contractor's application is submitted by the Consulting Engineer, the Aviation Project Officer shall, no later than the date when each payment falls due, issue to the Contractor a certificate for such amount as he decides to be properly due.
- D. No certificate issued, nor payment made to the Contractor, nor partial or entire use or occupancy of the work by the Owner, shall be an acceptance of any work or materials not in accordance with this Contract.
- E. The Aviation Project Officer, his representative, or Owner may withhold or, on account of subsequently discovered evidence, nullify the whole or part of any certificate to such extent as may be necessary to protect the Owner from loss on account of:
1. Defective work not remedied.
 2. Claims filed or reasonable evidence indicating probable filing of claims.
 3. Failure of the Contractor to make payments properly to a subcontractor or for materials or labor.
 4. A reasonable doubt that the Contract can be completed for the balance then unpaid.
 5. Damage to another Contractor.
 6. Work not being progressed diligently.

When the above grounds are removed, payment shall be made for amount withheld because of them.

- F. Five percent (5%) of the approved requests for payment will be retained by the Owner until Final Completion and Acceptance of the work covered by this Contract.

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700-07 PLANS AND SPECIFICATIONS.

- A. Any work shown on the Plans even if not specifically described in the Specifications or vice versa but which is reasonably implied and evidently necessary and usually provided for complete finish of that particular branch, shall be done as if it were both shown and specified.
- B. The titles to divisions and sections of the Specifications are introduced merely for convenience and are not to be taken as part of the Specifications, and furthermore, are not to be taken as a correct or complete segregation of the several units of material and labor. No responsibility, direct or implied, is assumed by the Engineer for omissions or duplications by the Contractor or his Subcontractors, due to alleged errors in the arrangement or material in the Specifications.
- C. The Contractor shall thoroughly examine the specifications and Plans and especially compare the figured dimensions immediately after contracts are awarded, and before beginning work, and report to the Engineer if any discrepancy or error appears. Should any portion of the same be obscure or capable of more than one construction, the same shall be decided by the Engineer and his decision shall be final and conclusive.
- D. All dimensions must be verified at the building site. Dimensions shown on the Plans shall be taken as the required dimensions, regardless of what they may measure according to the given scale on the working Plans. Before proceeding with any work, all contractors shall verify at the building all measurements, etc. necessary for the perfect and complete fabrication, assembly, and installation of the work. Where figured dimensions are not given, and the exact location of an item is not apparent, the Consulting Engineer shall be immediately notified and compute the required measurements. Inadvertent discrepancies or the omission of details, figures or notes on any Plans given on another shall not be cause for additional charges or claims. The Contractor agrees that his submitted price for the work includes sufficient money allowances to make his work complete and operable fitting with the existing conditions.
- E. Should one print be superseded by another of later date during the course of work, the Contractor shall be responsible for promptly removing the old one from circulation and putting the new one in the hands of his superintendent or foreman. The same shall be done with all instructions from the office of either the Consulting Engineer or Aviation Project Officer.
- F. Typical details and symbols, where shown on the Plans, shall apply to each and every item of the project where such items are incorporated. They are not repeated in full on all Plans which in many cases are diagrammatic only. It is the intention that such details shall be applicable in full.

700-08 ABBREVIATIONS. Portions of these specifications are of the abbreviated type and include incomplete sentences. Omissions of the words and phrases such as the "The Contractor shall", "in conformity therewith", "shall be", "as noted on the Plans", "according to the Plans", "a," "the", and "all", are intentional. Omitted words or phrases shall be supplied by inference in the same manner as they are when a "note" occurs on the Plans. Words "shall be" or "shall" will be supplied by inference where colon (:) is used within sentences or phrases.

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700-09 DUTIES OF INSPECTOR. The Owner's Inspector on the job has authority to reject materials of workmanship which do not meet the Contract requirements. He has no authority to make changes; no orders given by him, either written or verbal, will be considered a basis for any claim by the Contractor for extra compensation.

It is not the duty of the Inspector to lay out any work for the Contractor.

700-10 FOREMAN & ASSISTANTS. The Contractor shall keep competent general foreman and necessary assistants, satisfactory to the Engineer, in charge of the work during the progress of same. The foreman shall represent the Contractor in his absence, and all directions as to conduct of the work given to him shall be as binding as if given to the Contractor, provided that on request such directions be given in writing. The foreman, mechanics and others employed by the Contractor shall be skilled in the several parts which are given them to do.

The Contractor performing work of any kind or character who may be represented on the work by a foreman or superintendent, such foreman or superintendent shall be vested with full power and authority by the Contractor whom he represents, to act for and on behalf of such Contractor, in all respects as fully as though he were personally present, without hesitation or reference to the Contractor he represents. And in case the said foreman or superintendent neglects or refuses to comply promptly with any of the directions given by the Engineer, the said Engineer shall take such methods as he may consider effective for that purpose, and any expense thus incurred shall be charged to the Contractor.

700-11 SUPERVISION. The Contractor, as a part of his services, shall give personal supervision to the work, and he shall carefully study and compare all Plans, specifications, and other information given him by the Engineer, as to figures, materials and method of construction, using therein the skill and experience for which he receives compensation under this Contract, and shall immediately report to the Engineer for rectification of any error, inconsistency or omission therein which he shall discover.

700-12 LAYOUT. The Contractor shall give the work his personal attention and supervision, lay out his own work, do all necessary leveling and measuring or employ a competent surveyor to do so. It shall be no part of the duty of the Engineer, or any of the inspectors, to perform any of this service. The Contractor shall not scale measurements from the Plans. Should the Contractor require clarification of a dimension or elevation, the Contractor must request that clarification from the Consulting Engineer.

700-13 PROTECTION.

- A. The Contractor is responsible for all reasonable safety precautions to protect people affected by the work, the work itself, and other property at the site or adjacent thereto. Any night or emergency lighting shall be battery-operated flasher type. Open flame lights will not be allowed. All necessary additional barricades and other precautions to protect the general public during and after construction periods shall also be provided by each Contractor. Each Contractor as part of his responsibility shall also conform to standards established by O.S.H.A. requirements.
- B. The Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the Contract.
- C. The Contractor shall take reasonable precautions for the safety of, and shall provide reasonable protection to prevent damage, injury, or loss to:

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1. employees on the Work and other persons who may be affected thereby.
 2. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 3. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures, and utilities not designated for removal, relocation, or replacement in the course of construction.
- D. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations, and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury, or loss.
- E. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations, and notifying owners and users of adjacent sites and utilities.
- F. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
- G. The Contractor shall promptly remedy damage and loss to property referred to in Clauses 700-13.C.2 and 700-13.C.3. Any remedy shall be to the satisfaction of the Owner.
- H. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Architect.
- I. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- J. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury, or loss.

700-14 MATERIAL SAFETY DATA SHEETS. The Contractor shall maintain at the project site, in a readily accessible manner, a Material Safety Data Sheet (MSDS) meeting 29 CFR Part 1926 requirements, for materials to be used in the work, before such materials are first used in the work. The Contractor must maintain, as described herein, an MSDS for all materials to which workers may be exposed to the extent that 29 CFR 1926.59 requires an MSDS for that material. This requirement applies to those materials brought to the project site as well as to those encountered at the project site as a result of the use of materials brought to the site.

Each Contractor as part of his responsibility shall also conform to standards established by O.S.H.A. requirements.

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700-15 IMPERFECT WORK. Any unfaithful or imperfect work of materials that may be discovered before the Final Acceptance of the work shall be corrected or replaced immediately on the requirements of the Engineer, notwithstanding that it may have been overlooked by the proper inspector and estimated. Any materials condemned or rejected by the Engineer may be branded or otherwise marked, and shall, on demand, be at once removed to a satisfactory distance from the work. Any omission to disapprove of the work at the time of inspection, or at the time of any monthly or other estimate, shall not relieve the Contractor of any of his obligations, and all work of whatever kind which during its progress and before it is finally accepted, may become damaged from any cause, shall be broken up and moved and replaced by good, satisfactory work.

700-16 NOTICE TO DO WORK. In case any Contractor shall fail to do any work, which may be required of him in writing by the Engineer, under this Contract, within two (2) days after such notice, the Engineer may employ other parties to do such work and the expense thereby incurred will be deducted from the monies due or that may become due the Contractor.

700-17 CITY ORDINANCES. In all the operations connected with the work herein specified, all City Ordinances and all laws controlling or limiting in any way the action of those engaged on the work or affecting the materials applied to them must be respected and strictly complied with. The Contractor shall obtain all required permits and pay all fees for inspection or permits.

In addition, the Contractor is hereby advised that acquisition of certain permits requires the possession of certain licenses issued by the Authority. These licensing requirements shall not be waived and Contractor's lack of knowledge of these requirements shall not be acceptable grounds for Contractor's failure to meet these requirements.

700-18 DELAYS. If the Contractor is delayed in the completion of the work by any act or neglect of the Syracuse Regional Airport Authority or of any employee of the Authority or by any other Contractor employed by the Authority, or by changes ordered in the work, or by strikes, lockouts, fire, unusual delay by common carriers, unavoidable casualties or any causes beyond the Contractor's control, or by delay authorized by the Engineer, or by any cause which the Engineer shall decide to justify the delay, then the Time for Completion shall be extended for such reasonable time as the Engineer may decide.

The Contractor agrees to make no claim for damages for delay in the performance of this Contract occasioned by any act or omission to act of the Authority or any of its representatives and agrees that any such claim shall be fully compensated for by an extension of time to complete performance of the work as provided herein.

700-19 DEFINITIONS. The Contractor's attention is called to Section 10 DEFINITION OF TERMS.

700-20 EXAMINATION OF PREMISES.

- A. The Contractor shall and will visit the site before submitting his proposal and shall acquaint himself with all the present conditions of same and shall include any and all items or work, materials, etc., which are evidently necessary for the work as shown and as specified even though such items may not be expressly shown or specified.
- B. The Contractor shall satisfy himself as to the existing conditions under which he will be obliged to operate in performing his part of the work, or that will in any manner affect the work under his Contract.

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No allowance shall be made subsequently in this connection in behalf of the Contractor for any error negligence on his part.

700-21 LAWS. If the Contractor observes that the Plans and Specifications are at variance with any Federal, State, Municipal, local, or utility company laws, ordinances, rules, or regulations, he shall promptly notify the Engineer in writing and any necessary changes shall be adjusted as provided in the Contract for changes in the work. If the Contractor performs any work knowing it to be contrary to such law, ordinances, rules, or regulations, and without such notice to the Engineer, he shall bear all costs arising there from.

700-22 ASSIGNING AND SUBLETTING.

- A. The Contractor agrees that he is fully responsible to the Owner for the acts and omissions of his subcontractors and of persons either directly or indirectly employed by him.
- B. Nothing contained in the Contract Documents shall create any contractual relation between any subcontractor and the Owner or any labor organization and the Owner.
- C. It shall be the duty of the Contractor, upon three (3) days' notice in writing from the Engineer to dismiss forthwith any such subcontractor as may be found incompetent, disorderly or negligent. The Contractor shall then employ a subcontractor satisfactory to the Engineer without any change in Contract price.
- D. Any Contractor submitting proposals which include work to be done by a subcontractor or by other than himself shall be responsible for the proposal in its entirety.
- E. The Contractor agrees to bind every subcontractor, and every subcontractor agrees to be bound by the terms of the Contract Documents as far as applicable to his work. The subcontractor agrees to assume toward the Contractor all obligations and responsibilities the Contractor assumes toward the Owner. The Contractor agrees to assume toward the subcontractors all obligations the Owner assumes toward the Contractor.

700-23 ALIEN LAW. This Contract shall be void if Section #222, relating to aliens, being Charter 50 of the Laws of 1921, as amended, is not complied with.

700-24 ACCIDENTS. Written reports of accidents shall be made to the Engineer promptly.

700-25 NEW YORK SALES TAX EXEMPTIONS. 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 a kind which will not be incorporated into the completed project, and the Contractor and his 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 the 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.

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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 or supplies are rejected as being defective or otherwise unsatisfactory, title to all such materials and supplies shall, upon such rejection, revert to the Contractor.

The sum paid under this Agreement shall be deemed to be in full consideration for the performance by the Contractor of all his duties and obligations under this Agreement in connection with said sale.

The Contractor agrees to construct the Project and to furnish and perform all work and labor 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 said work and labor, and the sum paid pursuant to this Agreement shall be deemed to be in full consideration for the performances by the Contractor of all his duties and obligations under this Agreement in connection with said work and labor.

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 Section 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 sale of such materials and supplies by the Contractor to the Owner will not be subject to the aforesaid 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 aforesaid 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 separation of the sale of materials and supplies from the work and labor to be provided.

A 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 aforementioned 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 above-mentioned 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:

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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 and labor 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 labor, and
- B. The Contractor and his 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 said claim in the manner and to the extent that the Owner may choose and to settle or satisfy said claims, and such attorney as the Owner may designate is authorized to act for the purpose of contesting, settling, and satisfying said 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 said claim and furnish promptly to the Owner and said attorney all information and documents necessary or convenient for contesting said claim, said 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 such claim, it will bear the expense of such contest.

Nothing in this Article is intended or shall be construed as relieving the Contractor from his 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.

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700-26 GENERAL MUNICIPAL LAW - SECTION 106 WITHDRAWAL OF RETAINED PERCENTAGES. Notwithstanding any inconsistent provisions of any general, special or local law under any Contract heretofore or hereafter made or awarded by any political subdivision, or any officer, board or agency thereof, or of any district therein, the Contractor may, from time to time, withdraw the whole or any portion of the amount retained from payments to the Contractor pursuant to the terms of the Contract, upon depositing with the fiscal officer of the political subdivision or district therein (1) bonds or notes of the U.S. of America, or obligations, the payment of which is guaranteed by the United States of America, or (2) bonds or notes of the State of N.Y., or (3) bonds of any political subdivision of the State of N.Y., of a market value equal to the amount withdrawn. The fiscal officer of the political subdivision or of a district therein, from time to time shall pay the same, when and as collected, to the Contractor who deposited such obligations. When the deposit is in the form of coupon bonds, the coupons shall be delivered to the Contractor as they respectively come due. The Contractor shall not be entitled to interest or income on, or the coupons of, any obligations so deposited by him, the proceeds of which shall have been used or applied by the political subdivision or district therein pursuant to the terms of the Contract.

700-27 APPLICABLE LABOR LAWS. The Contractor and each and every subcontractor performing work at the site of the project to which the Contract relates shall comply with the applicable provisions of the "Labor Law" as amended, of the State of New York, and particularly Article 8 thereof.

No laborer, workman or mechanic in the employ of the Contractor, subcontractor or other person doing or contracting to do the whole or a part of the work contemplated by this Contract shall be permitted or required to work more than eight (8) hours in any one calendar day or more than five (5) days in any one week, except in case of extraordinary emergency caused by fire, flood, or danger to life or property.

In the hiring of employees for the performance of Work under this Contract or any subcontract hereunder, neither the Contractor nor any subcontractor shall by reason of race or color, discriminate against any citizen of the State of New York who is qualified and available to perform the work to which the employment relates, nor shall the Contractor or any subcontractor discriminate in any manner against or intimidate any employee hired for the performance of work under this Contract on account of race or color.

Article 8, Section 220 of the Labor Law as amended by Chapter 750 of the Laws of 1956, also provides, among other things that it shall be the duty of the fiscal officer to make a determination of the schedule of wages to be paid to all laborers, workmen and mechanics employed on public work projects, including supplements for welfare, pension, vacation and other benefits. These supplements include hospital, surgical or medical insurance or benefits; life insurance or death benefits; accidental death or dismemberment insurance; and pension or retirement benefits. If the amount of supplements provided by the employer is less than the total supplements shown on the wage schedule, the difference shall be paid in cash to employees.

Article 8, Section 220 of the Labor Law is amended by Chapter 750 of the Laws of 1956, also provides that the supplements be provided to laborers, workmen and mechanics upon public work "and shall be in accordance with the prevailing practices in the locality...". The amount for supplements listed on the enclosed schedule does not necessarily include all types of prevailing supplements in the locality and a future determination of the Industrial Commissioner may require the Contractor to provide additional supplements.

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700-28 SCHEDULE OF WAGE RATES. The rates of wages determined by the New York State Industrial Commissioner pursuant to the Labor Law are set forth on the schedule following the last page of this section. This is intended to comply with the requirements of the Labor Law that a schedule of such wages so determined by the New York State Industrial Commissioner Fiscal Officer be incorporated in the specifications by the Owner.

Any trade rate not mentioned hereinbefore but essential for the construction of the project shall be in accordance with rates on file with the Executive Director of the Syracuse Regional Airport Authority.

All Contractors and subcontractors shall keep the following informative records on the site of the work project on which they are engaged.

- A. Record of hours worked by each workman, laborers, and mechanics on each day.
- B. Record of days worked each week by each workman, laborer, and mechanic.
- C. Schedule of occupation of which each workman, laborer and mechanic on the project is employed during each workday and week.
- D. Schedule of hourly wage rates paid to each workman, laborer, and mechanic for each occupation.

Every Contractor and subcontractor shall submit to the Aviation Project Officer within thirty days after the issuance of its payroll, and every thirty days thereafter, a transcript of the original payroll record, as provided by New York State Labor Law, subscribed, and affirmed as true under penalties or perjury. The Aviation Project Officer shall be required to receive and maintain such payroll records. The original payroll transcripts shall be preserved for three years from the completion of work on the awarded project.

By submission of this bid, the Bidder and each person signing on behalf of the Bidder certifies, and in the case of a joint bid, each party hereto certifies as to itself, that to the best of their knowledge and belief, the Bidder has not been found in willful violation of the New York State Labor Law for failure to pay prevailing wages and supplements, as those terms are defined by New York State Labor Law, within the twelve months immediately preceding the submission of the bid. The Syracuse Regional Airport Authority reserves the right to consider evidence or allegations of a violation of the New York State Labor Law in connection with the award of contracts for public work or the approval of subcontractors in connection with such work; and at the discretion of the Authority, a finding by the New York State Department of Labor of a willful violation of a provision of the New York State Labor Law shall constitute evidence and sufficient grounds for the denial of the award of such contracts.

END OF SECTION 700

ATTACHMENT A TO SECTION 700 – PREVAILING WAGE RATE SCHEDULE



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Syracuse Regional Airport Auth

Mark Armbrust
1 John James Audubon Pkwy
Suite 210
Amherst NY 14228

Schedule Year 2021 through 2022

Date Requested 12/08/2021

PRC# 2021012525

Location Syracuse Hancock Int'l Airport
Project ID# 2022-XX
Project Type Removal/disposal of 7 passenger boarding bridges (PBBs). Furnish and install 7 PBBs with ground power and PCair units. Remove and replace electrical services to 7 PBBs.

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 2021 through June 2022. 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 from the Bureau of Public Work. Requests may be submitted by: mail to NYSDOL, Bureau of Public Work, State Office Bldg. Campus, Bldg. 12, Rm. 130, Albany, NY 12240; Fax to Bureau of Public Work (518) 485-1870; or electronically at the NYSDOL website www.labor.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.

NYS DOL 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.



Kathy Hochul, Governor

Roberta Reardon, Commissioner

Syracuse Regional Airport Auth

Mark Armbrust
1 John James Audubon Pkwy
Suite 210
Amherst NY 14228

Schedule Year 2021 through 2022
Date Requested 12/08/2021
PRC# 2021012525

Location Syracuse Hancock Int'l Airport
Project ID# 2022-XX
Project Type Removal/disposal of 7 passenger boarding bridges (PBBs). Furnish and install 7 PBBs with ground power and PCair units. Remove and replace electrical services to 7 PBBs.

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 of other documentation from the certified trainer pending the issuance of the card.
- Other valid proof

**A certification by the employer attesting that all employees have completed such a course is not sufficient proof that the course has been completed.

Any questions regarding this statute may be directed to the New York State Department of Labor, Bureau of Public Work at 518-457-5589.

WICKS

Public work projects are subject to the Wicks Law requiring separate specifications and bidding for the plumbing, heating and electrical work, when the total project's threshold is \$3 million in Bronx, Kings, New York, Queens and, Richmond counties; \$1.5 million in Nassau, Suffolk and Westchester counties; and \$500,000 in all other counties.

For projects below the monetary threshold, bidders must submit a sealed list naming each subcontractor for the plumbing, HVAC and electrical and the amount to be paid to each. The list may not be changed unless the public owner finds a legitimate construction need, including a change in specifications or costs or the use of a Project Labor Agreement (PLA), and must be open to public inspection.

Allows the state and local agencies and authorities to waive the Wicks Law and use a PLA if it will provide the best work at the lowest possible price. If a PLA is used, all contractors shall participate in apprentice training programs in the trades of work it employs that have been approved by the Department of Labor (DOL) for not less than three years. They shall also have at least one graduate in the last three years and use affirmative efforts to retain minority apprentices. PLA's would be exempt from Wicks, but deemed to be public work subject to prevailing wage enforcement.

The Commissioner of Labor shall have the power to enforce separate specification 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

Onondaga County General Construction

Boilermaker **01/01/2022**

JOB DESCRIPTION Boilermaker **DISTRICT 6**

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Boilermaker \$ 35.23

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.71*
+ 1.23

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

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

NOTE: When a holiday falls on Sunday, the day observed by the State or Nation shall be observed. When Christmas Day and New Year's fall on Saturday, Friday will be observed as the holiday.

REGISTERED APPRENTICES

WAGES per hour: Six month terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th
65%	65%	70%	75%	80%	85%	90%	95%
\$22.90	\$22.90	\$24.66	\$26.42	\$28.18	\$29.95	\$31.70	\$33.47

SUPPLEMENTAL BENEFITS per hour:

\$ 19.19*	\$ 19.19*	\$ 20.12*	\$ 21.04*	\$ 21.96*	\$ 22.91*	\$23.86*	\$ 24.78*
+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23	+ 1.23

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

6-175

Carpenter - Building **01/01/2022**

JOB DESCRIPTION Carpenter - Building **DISTRICT 6**

ENTIRE COUNTIES

Onondaga

WAGES

Per hour:	07/01/2021	07/01/2022	07/01/2023	07/01/2024
		Additional	Additional	Additional
Carpenter	\$ 28.95	\$ 1.30	\$ 1.05	\$ 1.15
Floor Coverer	28.95			
Carpet Layer	28.95			
Drywall	28.95			
Diver - Wet Day	61.25			
Diver - Dry Day	29.95			
Dive Tender	29.95			

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- Pile Drivers/Dock Builders shall receive \$0.25 per hour over the journeyman's rate of pay when performing piledriving/dock building work.
- Certified Welders shall receive \$1.00 per hour over the journeyman's rate of pay when the employee is required to be certified and performs DOT or ABS specified welding work
- When an employee performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require employees to be furnished and use or wear required forms of personal protection, then the employee shall receive his regular hourly rate plus \$1.50 per hour.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 0' to 80' no additional fee

- 81'to 100' additional \$.50 per foot
- 101'to 150' additional \$.75 per foot
- 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

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

Journeyman \$ 20.50

OVERTIME PAY

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

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday. If Christmas falls on a Saturday, it shall be observed on the prior Friday.

REGISTERED APPRENTICES

CARPENTER APPRENTICES

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

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits per hour:

\$ 12.19	\$ 12.19	\$ 14.84	\$ 14.84	\$ 14.84
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PILEDRIIVER/DOCK BUILDER APPRENTICES

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

1st	2nd	3rd	4th
55%*	60%*	70%*	80%*

*Pile Driving/Dock Builder apprentices shall receive an additional \$0.25 per hour worked when performing piling/dock building work.

Supplemental Benefits per hour:

\$ 12.19	\$ 12.19	\$ 14.84	\$ 14.84
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LINOLEUM, RESILIENT TILE, AND CARPET LAYER APPRENTICES

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

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

\$ 12.19	\$ 12.19	\$ 14.84	\$ 14.84
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ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- Certified Welders shall receive \$1.00 per hour over the apprentices rate of pay when the apprentice is required to be certified and performs DOT or ABS specified welding work
- When an apprentice performs work within a contaminated area on a State and/or Federally designated hazardous waste site, and where relevant State and/or Federal regulations require the apprentice to be furnished and use or wear required forms of personal protection, then the apprentice shall receive his regular hourly rate plus \$1.50 per hour.

6-277 On

Carpenter - Building / Heavy&Highway **01/01/2022**

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: 07/01/2021

Carpenter - ONLY for
Artificial Turf/Synthetic
Sport Surface \$ 32.08

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.20

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	\$ 12.15
2nd year term	12.15
3rd year term	14.80
4th year term	14.80

2-42AtSS

Carpenter - Heavy&Highway

01/01/2022

JOB DESCRIPTION Carpenter - Heavy&Highway

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2021

Carpenter	\$ 33.13
Piledriver	33.13
Diver-Wet Day	58.13
Diver-Dry Day	34.13
Diver-Tender	34.13

NOTE ADDITIONAL AMOUNTS PAID FOR THE FOLLOWING WORK LISTED BELOW (per hour worked):

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

ADDITIONAL NOTES PERTAINING TO DIVERS/TENDERS:

- Divers and Tenders shall receive one and one half (1 1/2) times their regular diver and tender rate of pay for Effluent and Slurry diving.
- Divers and tenders being paid at the specified rate for Effluent and Slurry diving shall have all overtime rates based on the specified rate plus the appropriate overtime rates (one and one half or two times the specified rate for Slurry and Effluent divers and tenders).
- The pilot of an ADS or submersible will receive one and one-half (1 1/2) times the Diver-Wet Day Rate for time submerged.

- All crew members aboard a submersible shall receive the Diver-Wet Day rate.
- Depth pay for Divers based upon deepest depth on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51'to 100' additional \$.50 per foot
 - 101'to 150' additional \$0.75 per foot
 - 151'and deeper additional \$1.25 per foot
- Penetration pay for Divers based upon deepest penetration on the day of the dive (per diem payment):
 - 0' to 50' no additional fee
 - 51' to 100' additional \$.75 per foot
 - 101' and deeper additional \$1.00 per foot
- Diver rates applies to all hours worked on dive day.

Four (4), ten (10) hour days may be worked at straight time during a week, Monday thru Friday, provided the project duration is more than forty (40) hours.

NOTE - In order to use the '4 Day/10 Hour Work schedule', 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:

Journeyman \$ 24.20

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

In the event a Holiday falls on a Saturday, the Friday before will be observed as a Holiday. If a Holiday falls on a Sunday, then Monday will be observed as a Holiday. Employee must work scheduled work day before and after the Holiday.

REGISTERED APPRENTICES

ALL APPRENTICES indentured prior to 01/01/2016

Wages per hour (One year terms at the following percentage of journeyman's base wage):

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

\$ 12.15	\$ 12.15	\$ 14.80	\$ 14.80
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CAPRENTER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th	5th
55%	60%	65%	70%	80%

Supplemental Benefits per hour:

\$ 12.15	\$ 12.15	\$ 14.80	\$ 14.80	\$ 14.80
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PILEDRIIVER/DOCKBUILDER APPRENTICES indentured after 01/01/2016

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

1st	2nd	3rd	4th
55%	60%	70%	80%

Supplemental Benefits per hour:

\$ 12.15	\$ 12.15	\$ 14.80	\$ 14.80
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NOTE ADDITIONAL AMOUNTS PAID PER HOUR WORKED TO APPRENTICES FOR SPECIFIC TYPES OF WORK PERFORMED:

- When project owner mandates a single irregular work shift, the employee will receive an additional \$2.00 per hour. A single irregular work shift can start any time from 5:00 p.m. to 1:00 a.m.
- State or Federal designated hazardous site, requiring protective gear shall be an additional \$2.00 per hour.
- Certified welders when required to perform welding work will receive an additional \$1.50 per hour.

2-277HH-Bro

Electrician

01/01/2022

JOB DESCRIPTION Electrician

DISTRICT 7

ENTIRE COUNTIES

Yates

PARTIAL COUNTIES

Cayuga: All Townships except Genoa, Ira, Lock, Sempronius, Sterling, Summerhill, and Victory

Onondaga: Townships of Elbridge and Skaneateles

Ontario: Only the Townships of Canadaigua, Farmington, Geneva, Gorham, Hopewell, Manchester, Phelps and Seneca

Seneca: All townships except Covert and Lodi
Wayne: Only the Townships of Arcadia, Galen, Lyons, Savannah and Village of Newark.

WAGES

Per Hour:	07/01/2021
Electrician	\$ 36.45
Teledata, Sound Wireman	36.45
Work from 4:30PM to 1:00AM*	41.92
Work from 12:30AM to 9:00AM*	45.56

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

IMPORTANT NOTE - WORKING ABOVE THE FLOOR:

Workmen required working 40 feet or more above a floor or working platform on swinging toothpick scaffolds or boatswain chairs, shall receive \$.50 above the applicable rate of pay. Where safety nets are installed according to O.S.H.A. standards and/or other State Safety Standards and/or bucket trucks used with a safety belt and lanyards according to O.S.H.A. standards or other State Safety Standards, this high time rate shall not apply. Any workman working over 50 feet high shall receive \$1.00 above the applicable rate and any workman working over 100 feet high shall receive \$2.00 above the applicable rate. These rates shall not apply to workers in bucket trucks and motorized scaffolds where safety harnesses are used.

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:

Journeyman	\$ 23.02 plus 3% of wage paid
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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) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on the preceding Friday. If a holiday falls on Sunday, it will be celebrated on the following Monday.

REGISTERED APPRENTICES

WAGES: hourly terms at the following percentage of Journeyman's rate

1st term (0-1000 hrs)	40%
2nd term (1001-2000 hrs)	45%
3rd term (2001-3500 hrs)	50%
4th term (3501-5000 hrs)	60%
5th term (5001-6500 hrs)	70%
6th term (6501-8000 hrs)	80%

SUPPLEMENTAL BENEFITS per hour worked:

Appr. 1st and 2nd	\$ 13.15*
All others	\$ 23.02*

* plus 3% of
wage paid

7-840 Z1

Electrician

01/01/2022

JOB DESCRIPTION Electrician

DISTRICT 6

ENTIRE COUNTIES

Cortland, Herkimer, Madison, Oneida, Oswego

PARTIAL COUNTIES

Cayuga: Townships of Ira, Locke, Sempronius, Sterling, Summerhill and Victory.
Chenango: Only the Townships of Columbus, New Berlin and Sherburne.

Onondaga: Entire County except Townships of Elbridge and Skaneateles.
Otsego: Only the Townships of Plainfield, Richfield, Springfield, Cherry Valley, Roseboom, Middlefield, Otsego, Exeter, Edmeston, Burlington, Pittsfield and New Lisbon.
Tompkins: Only the Township of Groton.
Wayne: Only the Townships of Huron, Wolcott, Rose and Butler.

WAGES

Per hour:	07/01/2021	06/01/2022 Additional	06/01/2023 Additional
Electrician	\$ 41.00	\$ 2.75	\$ 3.00
Teledata	41.00		
Cable Splicer	45.10		

NOTE: Additional premiums for the following work listed:

- Additional \$2.00 per hour for work performed over 35 feet above the ground, floor, or roof levels or where work is required in tunnels, shafts, or under compressed air 35 feet below the ground level.
- Additional \$2.50 per hour for working over 50 feet above or below ground, floor, or roof level. This includes work on ladders, "toothpicks", scaffolds, boatswain chairs, towers, smokestacks or other open structures scaffolds, and mechanical lifts used over 60 feet.

NOTES:

THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS OF EIGHT (8) HOURS FOR AT LEAST FIVE (5) DAYS DURATION WHICH MAY HAVE BEEN WORKED. WHEN TWO (2) SHIFTS OR THREE (3) SHIFTS ARE WORKED:

- 1ST SHIFT 8:00AM - 4:30PM: See rates posted above
- 2ND SHIFT 4:30 PM - 1:00 AM: Add 15% to rates posted above
- 3RD SHIFT 12:30 AM - 9:00 AM: Add 25% to rates posted above

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

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

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:	07/01/2021
Journeyman	\$ 27.42 plus *3% of hourly wage paid

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

OVERTIME PAY

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

** Double Time after 10 hrs. on Saturday.

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) on HOLIDAY PAGE

NOTE: If any of the above holidays fall on Saturday, Friday shall be observed as the holiday. If any of the above holidays fall on Sunday, Monday shall be observed as the holiday.

REGISTERED APPRENTICES

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

1st period 40% (0-1000 hrs)	\$ 16.40
2nd period 45% (1001-2000)	18.45
3rd period 50% (2001-3500)	20.50
4th period 60% (3501-5000)	24.60
5th period 70% (5001-6500)	28.70
6th Period 80% (6501-8000)	32.80

SUPPLEMENTAL BENEFITS per hour:

1st period	\$ 12.84 plus *3% of hourly wage paid
2nd period	\$ 12.84 plus *3% of hourly wage paid
3rd period	\$ 25.30 plus *3% of hourly wage paid
4th period	\$ 25.72 plus *3% of hourly wage paid
5th period	\$ 26.15 plus *3% of hourly wage paid
6th period	\$ 26.57 plus *3% of hourly wage paid

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

6-43

Elevator Constructor	01/01/2022
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JOB DESCRIPTION Elevator Constructor

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Delaware: Only the towns of: Tompkins, Walton, Masonville, Sidney, Franklin and Deposit.

Madison: Only the towns of: Cazenovia, DeRuyter, Eaton, Fenner, Georgetown, Lebanon, Lenox, Nelson and Sullivan.

Oneida: Only the towns of: Camden, Florence and Vienna.

WAGES

Per hour:	07/01/2021	01/01/2022
Elevator Constructor	\$ 49.73	\$ 51.43
Helper	34.81	36.00

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:

Journeyman	\$ 35.825*	\$ 37.485*
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*NOTE - add 6% of regular hourly rate for all hours worked. Add 8% of regular hourly rate if more than 5 years of service.

OVERTIME PAY

See (D, O) on OVERTIME PAGE

HOLIDAY

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

NOTE: When a paid holiday falls on a Saturday, it shall be observed on Friday. When a paid holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

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

All other terms: Same as Journeyman.

6-62.1

Glazier **01/01/2022**

JOB DESCRIPTION Glazier

DISTRICT 5

ENTIRE COUNTIES

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

WAGES

Per Hour: 07/01/2021

Glazier \$ 25.30

**** IMPORTANT NOTICE ****

Four (4), ten (10) 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:

Journeyman \$ 21.89

OVERTIME PAY

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

*Note - Or circumstances beyond the control of the employer.

HOLIDAY

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

REGISTERED APPRENTICES

1000 hour terms at the following percentage of journeyman's wage.

1st.	2nd.	3rd.	4th.	5th.	6th.	7th.	8th.
50%	55%	60%	65%	70%	75%	80%	90%

Supplemental Benefits per hour:

Hired after 05/01/2014

Appr. 1st term	\$ 10.75
Appr. 2nd term	11.23
Appr. 3rd term	15.53
Appr. 4th term	16.33
Appr. 5th term	17.12
Appr. 6th term	17.92
Appr. 7th term	18.71

Appr. 8th term 20.30

5-677.Z-2

Insulator - Heat & Frost **01/01/2022**

JOB DESCRIPTION Insulator - Heat & Frost

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

Per hour:	07/01/2021	05/01/2022
		Additional
Asbestos Installer	\$ 35.00	\$ 2.00
Insulation Installer (On mechanical systems only)		

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED SHIFTS WORKED.

1ST SHIFT	\$ 35.00
2ND SHIFT	40.25
3RD SHIFT	43.75

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:

Journeyman \$ 24.34

OVERTIME PAY

See (*B1, Q) on OVERTIME PAGE
 *NOTE: First 10 hours on Saturday

HOLIDAY

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

NOTE: When a holiday falls on Sunday, the following Monday shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyman's wage

1st	2nd	3rd	4th
50%	60%	70%	80%
\$ 17.50	\$ 21.00	\$ 24.50	\$ 28.00

SUPPLEMENTAL BENEFITS per hour:

1st Year	2nd Year	3rd Year	4th Year
\$ 21.84	\$ 21.84	\$ 24.34	\$ 24.34

6-30-Syracuse

Ironworker **01/01/2022**

JOB DESCRIPTION Ironworker

DISTRICT 6

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

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

Per hour:	07/01/2021	07/01/2022	07/01/2023
	\$ 31.25	Additional \$ 1.50	Additional \$ 1.50

NOTE: Shift work mandated by the project owner. All shifts will be (8) hours.

1st Shift	\$ 31.25
2nd Shift	34.38
3rd Shift	35.94

WHEN A SINGLE IRREGULAR SHIFT IS WORKED, WITH START TIMES BASED ON SECOND AND THIRD SHIFTS, ADD 10 % TO THE WAGE RATE POSTED ABOVE.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 29.58
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: Any holiday which occurs on Sunday shall be observed the following Monday.

REGISTERED APPRENTICES

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

1st	2nd	3rd	4th
\$ 19.50	\$ 21.50	\$ 23.50	\$ 25.50

SUPPLEMENTAL BENEFITS per hour:

1st year	\$ 11.53
2nd year	19.58
3rd year	20.73
4th year	21.88

6-60

Laborer - Building **01/01/2022**

JOB DESCRIPTION Laborer - Building

DISTRICT 7

ENTIRE COUNTIES

Onondaga

WAGES

NOTE: - If a prime contract is let for site work only, meaning no buildings are involved in their site contract, the heavy/highway rates would be applicable for the laborers classification only.

- When a prime contract is let for site work and building excavation is part of that contract, the building rates would be applicable for the laborers classification.

- All work outside of the building, if not included in the building contract, will fall under the Heavy/Highway rates.

Per hour:	07/01/2021
Building Laborer	\$ 26.30
Asbestos, Toxic & Hazardous Waste Work	28.30

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 21.84
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OVERTIME PAY

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

HOLIDAY

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

NOTE: When a holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

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

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

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-633 bON

Laborer - Heavy&Highway

01/01/2022

JOB DESCRIPTION Laborer - Heavy&Highway

DISTRICT 7

ENTIRE COUNTIES

Onondaga

WAGES

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

GROUP B: BASIC RATE: Bull Float (where used for strike off only), Chain Saw, Concrete Aggregate Bin, Concrete Bootman, Gin Buggy, Hand or Machine Vibrator, Jack Hammer, Mason Tender, Mortar Mixer, Pavement Breaker, Handlers of All Steel Mesh, Small Generators for Laborers' Tools, Installation of Bridge Drainage Pipe, Pipe Layers, Vibrator Type Rollers, Tamper, Drill Doctor, Water Pump Operator (1-1/2" and Single Diaphragm) Nozzle (Asphalt, Gunitite, Seeding, and Sand Blasting), Laborers on Chain Link Fence Erection, Rock Splitter & Power Unit, Pusher Type Concrete Saw and All Other Gas, Electric, Oil, and Air Tool Operators, Wrecking Laborer.

GROUP C: Drilling Equipment - only where a separate air compressor unit supplies power, Acetylene Torch Operators, Asphalt Raker, Powder Man, Tail or Screw Operator on Asphalt Paver.

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

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

Per hour: 07/01/2021

GROUP A	\$ 30.96
GROUP B	31.16
GROUP C	31.36
GROUP D	31.56
GROUP E	33.66

NOTE: A single irregular work shift starting any time between 5:00 PM and 1:00 AM on governmental mandated night work shall be paid an additional \$2.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 23.55

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of Journeyman's GROUP B wage.

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

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-633 hON

Laborer - Tunnel

01/01/2022

JOB DESCRIPTION Laborer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

Onondaga

WAGES

GROUP A: Change House Man

GROUP B: Miners and all Machine Men, Safety Miner, all Shaftwork, Caisson work, Drilling, Blow Pipe, all Air Tools, Tugger, Scaling, Nipper, Guniting pot to nozzle, Bit Grinder, Signal Man (top to bottom), Concrete Men, Shield driven tunnels, mixed face and soft ground, liner plate tunnels in free air.

GROUP C: Blaster

GROUP D: Hazardous Waste Work. Work site required to be designated by State/Federal as hazardous waste site and relevant regulations require employees to use personal protection.

Per hour: 07/01/2021

GROUP A	\$ 32.34
GROUP B	32.54
GROUP C	33.54
GROUP D	36.54

NOTE: A single irregular work shift shall be paid an additional \$2.50 per hour.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 25.35

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: If a holiday falls on Saturday, it will be celebrated on Friday. If a holiday falls on Sunday, it will be celebrated on Monday. In the event that men work on this Sunday holiday, they shall be paid double time. In the event that men work on Monday, they shall be compensated at double time plus the holiday pay. Accordingly, the Monday following the Sunday is treated as the holiday.

REGISTERED APPRENTICES

WAGES: 1000 hour terms at the following percentage of GROUP B wage:

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

SUPPLEMENTAL BENEFITS per hour:

All Terms: Same as Journeyman

7-633T (ON)

Lineman Electrician

01/01/2022

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)

	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 54.70	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	54.70	56.00	57.40	58.90
Welder, Cable Splicer	54.70	56.00	57.40	58.90
Digging Mach. Operator	49.23	50.40	51.66	53.01
Tractor Trailer Driver	46.50	47.60	48.79	50.07
Groundman, Truck Driver	43.76	44.80	45.92	47.12
Equipment Mechanic	43.76	44.80	45.92	47.12
Flagman	32.82	33.60	34.44	35.34

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)

	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 54.70	\$ 56.00	\$ 57.40	\$ 58.90
Crane, Crawler Backhoe	54.70	56.00	57.40	58.90
Cable Splicer	60.17	61.60	63.14	64.79
Certified Welder - Pipe Type Cable	57.44	58.80	60.27	61.85
Digging Mach. Operator	49.23	50.40	51.66	53.01
Tractor Trailer Driver	46.50	47.60	48.79	50.07
Groundman, Truck Driver	43.76	44.80	45.92	47.12
Equipment Mechanic	43.76	44.80	45.92	47.12
Flagman	32.82	33.60	34.44	35.34

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)

	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Tech, Welder	\$ 56.02	\$ 57.32	\$ 58.72	\$ 60.22
Crane, Crawler Backhoe	56.02	57.32	58.72	60.22
Cable Splicer	61.62	63.05	64.59	66.24
Certified Welder - Pipe Type Cable	58.82	60.19	61.66	63.23
Digging Mach. Operator	50.42	51.59	52.85	54.20
Tractor Trailer Driver	47.62	48.72	49.91	51.19
Groundman, Truck Driver	44.82	45.86	46.98	48.18
Equipment Mechanic	44.82	45.86	46.98	48.18
Flagman	33.61	34.39	35.23	36.13

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)

	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Tech, Welder	\$ 57.21	\$ 58.51	\$ 59.91	\$ 61.41
Crane, Crawler Backhoe	57.21	58.51	59.91	61.41
Cable Splicer	57.21	58.51	59.91	61.41
Digging Mach. Operator	51.49	52.66	53.92	55.27
Tractor Trailer Driver	48.63	49.73	50.92	52.20
Groundman, Truck Driver	45.77	46.81	47.93	49.13
Equipment Mechanic	45.77	46.81	47.93	49.13
Flagman	34.33	35.11	35.95	36.85

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 (but also required on non-worked holidays):

	\$25.40	\$ 25.90	\$ 26.40	\$ 26.90
	*plus 7% of hourly Wage	*plus 7% of hourly wage	*plus 7% of hourly wage	*plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40	\$ 27.90	\$ 29.40	\$ 30.90
	*plus 7% of hourly wage	*plus 7% of hourly wage	*plus 7% of hourly wage	*plus 7% of hourly wage

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

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:

07/01/2021	05/02/2022	05/01/2023	05/06/2024
\$25.40	\$ 25.90	\$ 26.40	\$ 26.90
*plus 7% of hourly Wage	*plus 7% of hourly wage	*plus 7% of hourly wage	*plus 7% of hourly wage

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

6-1249a

Lineman Electrician - Teledata 01/01/2022

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).
 07/01/2021

Cable Splicer	\$ 34.78
Installer, Repairman	\$ 33.01
Teledata Lineman	\$ 33.01
Tech., Equip. Operator	\$ 33.01
Groundman	\$ 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	\$ 5.14
	*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

01/01/2022

JOB DESCRIPTION Lineman Electrician - Traffic Signal, Lighting

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

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/groundman truck driver may assist in installing conduit, pipe, cables and equipment.

A flagger's duties shall consist of traffic control only.
 (Ref #14.01.01)

Per hour:	07/01/2021	05/02/2022	05/01/2023	05/06/2024
Lineman, Technician	\$ 47.15	\$ 48.19	\$ 49.32	\$ 50.54
Crane, Crawler Backhoe	47.15	48.19	49.32	50.54
Certified Welder	49.51	50.60	51.79	53.07
Digging Machine	42.44	43.37	44.39	45.49
Tractor Trailer Driver	40.08	40.96	41.92	42.96
Groundman, Truck Driver	37.72	38.55	39.46	40.43
Equipment Mechanic	37.72	38.55	39.46	40.43
Flagman	28.29	28.91	29.59	30.32

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):

	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage
Journeyman Lineman or Equipment Operators with Crane License	\$ 26.40 *plus 7% of hourly wage	\$ 27.90 *plus 7% of hourly wage	\$ 29.40 *plus 7% of hourly wage	\$ 30.90 *plus 7% of hourly wage

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

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:

	07/01/2021	05/02/2022	05/01/2023	05/06/2024
	\$25.40 *plus 7% of hourly Wage	\$ 25.90 *plus 7% of hourly wage	\$ 26.40 *plus 7% of hourly wage	\$ 26.90 *plus 7% of hourly wage

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

6-1249a-LT

Lineman Electrician - Tree Trimmer

01/01/2022

JOB DESCRIPTION Lineman Electrician - Tree Trimmer

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

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

Per hour:	07/01/2021	01/02/2022	12/31/2023
Tree Trimmer	\$ 27.36	\$ 28.25	\$ 29.80

Equipment Operator	24.19	24.98	26.35
Equipment Mechanic	24.19	24.98	26.35
Truck Driver	20.15	20.80	21.94
Groundman	16.59	17.13	18.07
Flag person	12.50*	12.50*	13.03*

*NOTE: Subject to change due to any minimum wage increases. Rate effective 12/31/2021: \$13.20

SUPPLEMENTAL BENEFITS

Per hour worked (but also required on non-worked holidays):

Journeyman	\$ 9.98	\$ 10.23	\$ 10.48
	*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) 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

01/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Cayuga, Onondaga, Oswego

PARTIAL COUNTIES

Madison: The townships of Sullivan and Cazenovia ONLY

WAGES

Per hour

07/01/2021

Tile/Terrazzo/Marble

Setter \$ 32.42

Finisher 26.07

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 worked

Journeyman Setter \$ 19.94

Journeyman Finisher 18.94

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

Hour terms at the following percentage of journeyman's wage

Setter:

1st term 500 hours 60%

2nd term 1000 hours 70%

3rd term 1000 hours 80%

4th term 1000 hours 85%

5th term 1000 hours 90%

6th term 1500 hours 95%

Finisher:

1st term 500 hours 70%
 2nd term 1000 hours 80%
 3rd term 1000 hours 90%
 4th term 1200 hours 95%

Supplemental Benefits per hour worked

Setter:

1st & 2nd Term \$ 13.76
 3rd & 4th Term 16.85
 5th Term 18.39
 6th Term 19.94

Finisher:

1st & 2nd Term \$ 12.91
 All others 15.93

12-2TS.3

Mason - Building

01/01/2022

JOB DESCRIPTION Mason - Building

DISTRICT 12

ENTIRE COUNTIES

Onondaga

WAGES

Per hour

07/01/2021

Cement Mason \$ 29.73
 Plasterer 29.73
 Ext insulation finish systems-plasterer(EIFF) 29.73

Additional \$0.50 per hr for Scaffold work, Swing Stage and Rolling Stage

Additional \$0.25 per hour for Grinder Operator

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 worked

Journeyman \$ 22.02

OVERTIME PAY

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

*Only on EIFF work can Saturday be used as a makeup day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

All Terms \$ 22.02

12-2b-on

Mason - Building **01/01/2022**

JOB DESCRIPTION Mason - Building **DISTRICT 12**

ENTIRE COUNTIES
 Cayuga, Onondaga

PARTIAL COUNTIES
 Madison: The townships of Sullivan and Cazenovia ONLY

WAGES
 Per hour 07/01/2021

Bricklayer/Blocker	\$ 35.95
Fireproofing*	35.95
Stone Mason	35.95
Pointer/Caulker/Cleaner	35.95
Cement Mason/Plaster**	35.95

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

(*)Fireproofing on Structural only.
 (**)Refer to Onondaga Mason Building wage sheet 1-2b-on for Cement/Plaster work in Onondaga County

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 worked

Journeyman \$ 22.03

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

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

REGISTERED APPRENTICES
 Wages per hour

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

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

Supplemental Benefits per hour worked:

All Terms \$ 22.03

12-2b.3

Mason - Heavy&Highway **01/01/2022**

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

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

PARTIAL COUNTIES

WAGES
 Per hour 07/01/2021

Cement Mason \$ 32.96

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

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman \$ 22.02

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If the holiday falls on Sunday, holiday pay for next day Monday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

0 to 500 Hours \$ 14.87

All Others 22.02

12-2h/h on

Mason - Heavy&Highway

01/01/2022

JOB DESCRIPTION Mason - Heavy&Highway

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

Per hour

07/01/2021

Mason &
Bricklayer

\$ 39.91

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

SUPPLEMENTAL BENEFITS

Per hour worked

Journeyman

\$ 21.13

OVERTIME PAY

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: If a holiday falls on Sunday, the Monday following shall constitute the day of the legal holiday.

REGISTERED APPRENTICES

Wages per hour

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

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

Supplemental Benefits per hour worked

0 to 500 Hours \$ 12.73

All Other 20.79

12-2hh.1

Millwright

01/01/2022

JOB DESCRIPTION Millwright

DISTRICT 2

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Building	\$ 30.20
Heavy & Highway	32.20

NOTE ADDITIONAL PREMIUMS PAID FOR THE FOLLOWING WORK LISTED BELOW (amount subject to any overtime premiums):

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

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.39

OVERTIME PAY

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

*Note - Saturday may be used as a make-up day and worked at the straight time rate of pay during a work week when conditions such as weather, power failure, fire, or natural disaster prevent the performance of work on a regular scheduled work day.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

Note: Any holiday that falls on Sunday shall be observed the following Monday. Any holiday that falls on Saturday shall be observed the preceding Friday.

REGISTERED APPRENTICES

Wages per hour:

(1)year terms at the following percentage of journeymans rate.

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

Supplemental Benefits per hour:

Apprentices:

1st term	\$ 11.31
2nd term	20.47
3rd term	21.77
4th term	23.08

2-1163.2

Operating Engineer - Building

01/01/2022

JOB DESCRIPTION Operating Engineer - Building

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

NOTE:

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

CLASSIFICATION A1: Cranes, all types* (Includes Boom Truck, Cherry Picker, Dragline, Overhead Crane, Pile Driver, Truck Crane)

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

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

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

Per hour: Building	07/01/2021	07/01/2022
Master Mechanic	\$ 42.46	\$ 43.42
Asst. Master Mechanic	41.46	42.42
Class A1*	41.96	42.92
Class A1-Tower Crane*	44.46	45.42
Class A	40.46	41.42
Class B	38.34	39.30
Class C	34.12	35.08

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

(*) TONNAGE PREMIUMS:

- All cranes 65 ton to 199 ton capacity - A1 rate plus \$ 1.50
- All cranes 200 ton to 399 ton capacity - A1 rate plus \$ 2.50
- All cranes 400 ton capacity and over - A1 rate plus \$ 3.50

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman	\$ 27.99	\$ 29.09
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OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If the holiday falls on Sunday, it will be celebrated on Monday.

REGISTERED APPRENTICES

WAGES per hour: One year terms at the following percentage of Journeyman's CLASS A wage:

1st year	60%
2nd year	65%

3rd year	70%
4th year	80%

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-158-545b.s

Operating Engineer - Heavy&Highway **01/01/2022**

JOB DESCRIPTION Operating Engineer - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

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

WAGES

NOTE:

--In the event that equipment listed below is operated by robotic control, the classification covering the operation will be the same as if manually operated.

--If a second employee is required by the employer for operation of any covered machine, they shall be an Engineer Class C

CLASS A: Asphalt Curb Machine (self-propelled, slipform); Asphalt Paver; Automated Concrete Spreader (CMI type); Automatic Fine Grader; Backhoe (except tractor mounted, rubber tired); Backhoe Excavator, Full Swing (CAT 212 or similar type); Back Filling Machine; Belt Placer (CMI type); Blacktop Plant (automated); Boom Truck; Cableway; Bull Dozer being operated with active GPS; Caisson Auger; Central Mix Concrete Plant (automated); Cherry Picker*; Concrete Curb Machine (self-propelled, slipform); Concrete Pump; Crane*; Derricks*; Directional Boring/Drilling Machine; Dragline*; Dredge; Dual Drum Paver; Excavator (all purpose-hydraulic, Gradall or similar); Front End Loader (4 cu. yd. & over); Head Tower (Sauerman or equal); Hoist (two or three drum); Holland Loader; Maintenance Engineer; Mine Hoist; Mucking Machine or Mole; Overhead Crane* (gantry or straddle type); Pavement Breaker (SP Wertgen; PB-4 and similar type); Profiler (over 105 h.p.); Pile Driver*; Power Grader; Quad 9; Quarry Master (or equivalent); Scraper; Shovel; Side Boom; Slip Form Paver; Tractor Drawn Belt-Type Loader; Truck Crane*; Truck or Trailer Mounted Chipper (self-feeder); Tug Operator (manned rented equipment excluded); Tunnel Shovel

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

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

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

Per hour: H/H	07/01/2021	07/01/2022
Master Mechanic	\$ 47.90	\$ 49.50
CLASS A*	46.55	48.15
CLASS B	45.67	47.27
CLASS C	42.39	43.99

(*) Premiums for CRANES are based upon Class A rates with the following premiums:

--Additional \$4.00 per hr for Tower Cranes, including self erecting.

--Additional \$3.00 per hr for Lattice Boom Cranes and all other cranes with a manufacturer's rating of fifty tons and over.

--Additional \$2.00 per hr for all Hydraulic Cranes and Derricks with a manufacturer's rating of 49 ton and below, including boom trucks.

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

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

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:	07/01/2021	07/01/2022
Journeyman	\$ 29.45	\$ 30.60

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday. If an employee works on this Monday, they shall be compensated at double time plus the holiday pay (triple time). If a holiday falls on a Saturday, employees who work a Saturday Holiday shall be paid double time plus the holiday pay.

REGISTERED APPRENTICES

WAGES per hour: (1000) hour terms at the following percentage of Journeyman's CLASS B wage.

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

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

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

6-158-545h

Operating Engineer - Survey Crew

01/01/2022

JOB DESCRIPTION Operating Engineer - Survey Crew

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

WAGES

These rates apply to Building, Tunnel and Heavy Highway.

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.
Instrument Person - One who operates the surveying instruments.
Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2021

Party Chief	\$ 45.84
Instrument Person	42.11
Rod Person	31.21

Additional \$3.00/hr. for Tunnel Work
Additional \$2.50/hr. for Hazardous Work Site

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 27.20

OVERTIME PAY

See (B, E, P, *X) on OVERTIME PAGE

*Note: \$23.60/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on the Percentage of Rod Persons Wage:

07/01/2021

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.73 / PHP \$16.53
1001-2000	21.85 / " 18.95
2001-3000	24.97 / " 21.43

NOTE: PHP is premium hours paid when worked.

12-158-545 D.H.H.

Operating Engineer - Survey Crew - Consulting Engineer

01/01/2022

JOB DESCRIPTION Operating Engineer - Survey Crew - Consulting Engineer

DISTRICT 12

ENTIRE COUNTIES

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

PARTIAL COUNTIES

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

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

WAGES

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

Per hour:

SURVEY CLASSIFICATIONS:

Party Chief - One who directs a survey party.

Instrument Person - One who operates the surveying instruments.

Rod Person - One who holds the rods and assists the Instrument Person.

07/01/2021

Party Chief	\$ 45.84
Instrument Person	42.11
Rod Person	31.21

Additional \$3.00/hr. for Tunnel Work.

Additional \$2.50/hr. for EPA or DEC certified toxic or hazardous waste work.

SUPPLEMENTAL BENEFITS

Per hour worked:

Journeyman \$ 27.20

OVERTIME PAY

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

*Note: \$23.60/Hr. Only for "ALL" premium hours paid when worked.

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

WAGES: 1000 hour terms based on percentage of Rod Persons Wage:

07/01/2021

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

SUPPLEMENTAL BENEFIT per hour worked:

0-1000	\$ 18.73 / PHP \$16.53
1001-2000	\$ 21.85 / " 18.95
2001-3000	\$ 24.97 / " 21.43

NOTE: PHP is premium hours paid when worked.

12-158-545 DCE

Operating Engineer - Tunnel

01/01/2022

JOB DESCRIPTION Operating Engineer - Tunnel

DISTRICT 7

ENTIRE COUNTIES

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

PARTIAL COUNTIES

Dutchess: Northern part of Dutchess, to the northern boundary line of the City of Poughkeepie, then due east to Route 115 to Bedell Road, then east along Bedell Road to VanWagner Road, then north along VanWagner Road to Bower Road, then east along Bower Road to Rte. 44 east to Rte. 343, then along Rte. 343 east to the northern boundary of the Town of Dover Plains and east along the northern boundary of the Town of Dover Plains, to the borderline of the State of Connecticut.

Genesee: Only that portion of the county that lies east of a line drawn down the center of Route 98 and the entirety of the City of Batavia.

WAGES

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

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

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

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

Per hour:	07/01/2021	07/01/2022
Master Mechanic	\$ 51.00	\$ 52.60
CLASS A	48.59	50.19
CLASS B	47.37	48.97
CLASS C	44.58	46.18
CLASS D	41.57	43.17

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

CRANES:

Crane 1: All cranes, including self-erecting to be paid \$4.00 per hour over the Class A rate.

Crane 2: All Lattice Boom Cranes and all cranes with a manufacturer's rating of fifty (50) ton and over to be paid \$3.00 per hour over Class A rate.

Crane 3: All hydraulic cranes and derricks with a manufacturer's rating of forty nine (49) ton and below, including boom trucks, to be paid \$2.00 per hour over Class A rate.

Crane 1	\$ 52.59	\$ 54.19
Crane 2	51.59	53.19
Crane 3	50.59	52.19

SUPPLEMENTAL BENEFITS

Per hour:		
	\$ 22.80	\$ 23.70
	+ 9.10*	+ 9.35*

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

OVERTIME PAY

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

HOLIDAY

Paid: See (5, 6) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

If a holiday falls on Sunday, it shall be observed on Monday.

REGISTERED APPRENTICES

WAGES:(1000) hours terms at the following percentage of Journeyman's Class B wage.

1st term	60%
2nd term	65%
3rd term	70%
4th term	75%

SUPPLEMENTAL BENEFITS per hour: Same as Journeyman

7-158-832TL.

Painter

01/01/2022

JOB DESCRIPTION Painter

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Herkimer, Madison, Oneida, Onondaga, Seneca

PARTIAL COUNTIES

Lewis: Only the Townships of High Market, Lewis, Leyden, Lyonsdale, Osceola, Turin and West Turin.

Ontario: The City and Township of Geneva.

Oswego: Only the Townships of Amboy, Constantia, Williamstown and Oneida Lake.

WAGES

Per hour:	07/01/2021
Basic Rate (Brush & Roll)	\$ 23.70
Sign painting, Wallcovering	23.70
Parking Lot, Hwy Striping	23.70
Lead based Paint Abatement	23.70
Drywall Taper/ Finisher	23.70
Drywall Machine Operator	24.20
Spray	24.20
Epoxy (Brush-Roller)	24.20

Epoxy (Spray)	24.20
Sandblasting (Operator)	24.20
Boatswain Chair	24.20
Swing Scaffold	24.20
Structural Steel	24.20
(except bridges,tunnels,tanks)	
Coal Tar epoxy	25.20
Asbestos Encapsulation	25.90

NOTE: FOR ANY SHIFT WHICH STARTS PRIOR TO 6:00 AM OR AFTER 12:00 NOON, ALL EMPLOYEES WHO WORK A SINGLE IRREGULAR WORK SHIFT ON GOVERNMENTAL MANDATED WORK SHALL BE PAID AN ADDITIONAL \$2.00 PER HOUR ABOVE THE APPLICABLE WAGE SCALE.

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:

Journeyman \$ 25.15

OVERTIME PAY

See (B, *F, R) on OVERTIME PAGE

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: A holiday that falls on a Sunday will be celebrated on Monday. A holiday that falls on a Saturday will be celebrated on Friday.

REGISTERED APPRENTICES

WAGES per hour:

Painter/Decorator: 1500 hour terms at the following percentage of the Journeyman Basic (Brush & Roll) wage rate:

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

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

1st	2nd	3rd	4th	5th	6th
60%	60%	70%	70%	75%	85%

SUPPLEMENTAL BENEFITS per hour:

Painter/Decorator:

1st	2nd	3rd	4th
\$ 5.42	\$ 5.42	\$ 6.74	\$ 7.90

Drywall Taper/ Finisher:

1st	2nd	3rd	4th	5th	6th
\$ 5.42	\$ 5.42	\$ 5.42	\$ 6.74	\$ 6.74	\$ 7.90

Painter **01/01/2022**

JOB DESCRIPTION Painter

DISTRICT 3

ENTIRE COUNTIES

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

WAGES

Per hour: 07/01/2021

Bridge	\$ 40.00
Tunnel	40.00
Tank*	38.00

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

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

Note an additional \$1.00 per hour is required when the contracting agency or project specification requires any shift to start prior to 6:00am or after 12:00 noon.

SUPPLEMENTAL BENEFITS

Per hour: \$ 29.20

OVERTIME PAY

Exterior work only See (B, E4, F*, R) on OVERTIME PAGE.

All other work See (B, F*, R) on OVERTIME PAGE.

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

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

REGISTERED APPRENTICES

Wages per hour:

750 hour terms at the following percentage of Journeyman's wage rate:

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

Supplemental benefits per hour:

1st & 2nd terms	\$ 5.50	\$ 5.51
3rd & 4th terms	5.50	5.51
5th & 6th terms	6.50	6.51

3-4-Bridge, Tunnel, Tank

Painter - Metal Polisher

01/01/2022

JOB DESCRIPTION Painter - Metal Polisher

DISTRICT 8

ENTIRE COUNTIES

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

WAGES

	07/01/2021
Metal Polisher	\$ 37.13
Metal Polisher*	38.23
Metal Polisher**	41.13

*Note: Applies on New Construction & complete renovation

** Note: Applies when working on scaffolds over 34 feet.

SUPPLEMENTAL BENEFITS

Per Hour: 07/01/2021

Journeyworker:

All classification \$ 10.64

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:

	07/01/2021
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	\$ 7.39
2nd year	7.39
3rd year	7.39

8-8A/28A-MP

Plumber **01/01/2022**

JOB DESCRIPTION Plumber **DISTRICT 6**

ENTIRE COUNTIES
 Chemung, Cortland, Onondaga, Schuyler, Tompkins

PARTIAL COUNTIES
 Madison: Only the Townships of Sullivan, Cazenovia and DeRuyter.
 Seneca: Only the Townships of Covert and Lodi.
 Steuben: Only the Townships of Addison, Bath, Bradford, Campbell, Caton, Corning, Erwin, Hornby, Lindley, Pulteney, Rathbone, Thurston, Tuscarora, Urbana and Wayne.
 Tioga: Only the Townships of Barton, Berkshire, Candor, Richford, Spencer, Nichols and Tioga.

WAGES
 Per hour: 07/01/2021

Plumber/Steamfitter	\$ 36.51
Pipefitter/Welder/HVAC	36.51
Refrigeration	36.51

NOTE: THE FOLLOWING RATES WILL APPLY ON ALL CONTRACTING AGENCY MANDATED MULTIPLE SHIFTS FOR AT LEAST FIVE (5) DAYS DURATION WORKED BETWEEN THE HOURS LISTED BELOW:

Shifts

1st	7:30AM to 4PM	\$ 36.51
2nd	4PM to 12AM	RATE PLUS 15%
3rd	12AM to 7:30AM	RATE PLUS 20%

SUPPLEMENTAL BENEFITS
 Per hour:

Journeyman \$ 26.37

OVERTIME PAY
 Time and one half for the 9th & 10th hours Monday thru Friday and first 10 hours on Saturday. All other overtime hours are double-time.

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

NOTE: If a holiday falls on Saturday, the holiday will be observed on the prior Friday. If a holiday falls on Sunday, it will be observed on the following Monday.

REGISTERED APPRENTICES
 WAGES per hour: One year terms

1st	2nd	3rd	4th	5th
\$ 18.26	\$ 20.08	\$ 21.91	\$ 25.56	\$ 31.04

SUPPLEMENTAL BENEFITS per hour:

\$ 12.50	\$ 23.06	\$ 23.43	\$ 24.16	\$ 25.27
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6-267-SF

Roofer **01/01/2022**

JOB DESCRIPTION Roofer

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Cortland, Franklin, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, Seneca, St. Lawrence

WAGES

Per hour: 07/01/2021

Roofer, Waterproofer \$ 29.00

Additional per hour:

Green Roofing* \$ 0.25

Pitch Removal & Appl. 1.40

Asbestos Abatement 1.50

Irregular Shift(s)** 4.00

NOTES:

Does not include metal flashing, gravel stop and metal roofing; see Sheetmetal Worker wage schedule.

* Green Roofing is any component of green technology or living roof above the roof membrane. Including but not limited to the fabric, dirt and plantings.

** WHEN MANDATED BY THE OWNER OR CONTRACTING AGENCY, THERE IS AN ADDITIONAL PREMIUM FOR HOURS WORKED BEFORE 5:30AM AND AFTER 5:30PM.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 24.85

Additional contribution 0.75

on any Asbestos Abatement work.

OVERTIME PAY

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

*NOTE - If a holiday falls in that week and 32 hours were worked, Saturday will be paid at 1 1/2 times the rate.

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

NOTE: When any of these holidays falls on Sunday, the following day shall be observed as a holiday.

REGISTERED APPRENTICES

WAGES per hour: 1000 hour terms

1st term (0 to 999) \$ 19.52

2nd term (1000 to 1999) 19.85

3rd term (2000 to 2999) 21.75

4th term (3000 to 3999) 24.65

Additional per hour:

Green Roofing** \$ 0.25

Pitch Removal & Appl. 1.40

Asbestos Abatement 1.50

SUPPLEMENTAL BENEFITS per hour:

1st term \$ 18.73

2nd term 20.40

3rd term 23.85

4th term 24.85

Additional contribution \$ 0.75

on any Asbestos Abatement work

6-195

Sheetmetal Worker

01/01/2022

JOB DESCRIPTION Sheetmetal Worker

DISTRICT 6

ENTIRE COUNTIES

Cayuga, Chenango, Cortland, Herkimer, Jefferson, Lewis, Madison, Oneida, Onondaga, Oswego, St. Lawrence

WAGES

Per hour: 07/01/2021

Sheetmetal Worker:
 **(under \$10 million) \$ 29.63
 **(over \$10 million) 30.63

**For total cost of Sheetmetal contract only.

TO INCLUDE METAL STANDING SEAM ROOFING, METAL ROOF FLASHINGS, AND GRAVEL STOP.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 20.82
 plus 3% of
 hourly wage
 paid

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

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

When any holiday falls on a Saturday, the Friday before such holiday shall be recognized as the legal holiday. Any holiday falling on Sunday, the following Monday shall be recognized as the legal holiday.

REGISTERED APPRENTICES

WAGES per hour: Six month terms at the following percentage of Journeyman's wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
40%	45%	50%	55%	60%	65%	70%	75%	80%	85%
\$ 12.50*	\$ 13.33	\$ 14.82	\$ 16.30	\$ 17.78	\$ 19.26	\$ 20.74	\$ 22.22	\$ 23.70	\$ 25.19

*Note: subject to change due to any minimum wage increase. Rate Effective 12/31/2021: \$13.20

SUPPLEMENTAL BENEFITS per hour:

12.02*	12.48*	12.94*	13.41*	13.87*	14.33*	15.83*	16.29*	16.75*	17.22*
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*Plus 3% of hourly wage paid. The 3% is based on the hourly wage paid, straight time or premium rate.

6-58

Sprinkler Fitter

01/01/2022

JOB DESCRIPTION Sprinkler Fitter

DISTRICT 1

ENTIRE COUNTIES

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

WAGES

Per hour 07/01/2021

Sprinkler \$ 36.33
 Fitter

SUPPLEMENTAL BENEFITS

Per hour

Journeyperson \$ 27.14

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 wage.

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 17.48	\$ 19.43	\$ 21.12	\$ 23.06	\$ 25.00	\$ 26.95	\$ 28.89	\$ 30.83	\$ 32.77	\$ 34.72

Supplemental Benefits per hour

1st	2nd	3rd	4th	5th	6th	7th	8th	9th	10th
\$ 8.27	\$ 8.27	\$ 19.22	\$ 19.22	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47	\$ 19.47

1-669

Teamster - Building **01/01/2022**

JOB DESCRIPTION Teamster - Building

DISTRICT 6

ENTIRE COUNTIES

Broome, Cayuga, Cortland, Delaware, Onondaga, Seneca, Tompkins, Yates

PARTIAL COUNTIES

Allegany: Only the Townships of Almond, Burns, and Alfred.

Chenango: Only the Townships of Afton, Bainbridge, Coventry, Greene, Guilford, Oxford and Smithville.

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.

Oswego: All Townships except Redfield, Boylston and Sandy Creek.

Otsego: Only the Townships of Butternuts, Laurens, Maryland, Millford, Morris, Oneonta, Otego, Unadilla, and Worchester.

Steuben: Only the Townships of Prattsburg, Canisteo, Fremont, Cohoctan, Dansville, Hornell, Hartsville, Greenwood, West Union, Troupsburg, and Jasper.

Tioga: Only the Townships of Berkshire, Candor, Newark Valley, Nichols, Owego, Richford, and Tioga. All territory east of Nichols/Smithboro to Broome County, within State of New York.

WAGES

GROUP A: Straight Trucks

GROUP B: Tractor Trailer, Farm Tractor, Fuel Truck.

GROUP C: Euclid.

GROUP D: On site Mechanic.

Per hour: 07/01/2021 06/01/2022

Building: (under \$ 5 million*)

GROUP A	\$ 23.43	\$ 24.43
GROUP B	23.43	24.43
GROUP C	23.43	24.43
GROUP D	23.43	24.43

Building: (over \$ 5 million*)

GROUP A	\$ 24.48	\$ 25.48
GROUP B	24.58	25.58
GROUP C	24.83	25.83
GROUP D	24.63	25.63

* Total project cost including General Construction, Plumbing, HVAC and Electrical

SUPPLEMENTAL BENEFITS

Per hour:

(under \$5 million*)	\$ 27.86	\$ 28.62
(over \$5 million*)	28.58	29.36

* Total project cost including General Construction, Plumbing, HVAC and Electrical

OVERTIME PAY

(D, O) on OVERTIME PAGE

HOLIDAY

Paid: See (1) on HOLIDAY PAGE

Overtime: See (5, 6) on HOLIDAY PAGE

6-317

Teamster - Heavy&Highway **01/01/2022**

JOB DESCRIPTION Teamster - Heavy&Highway

DISTRICT 6

ENTIRE COUNTIES

Onondaga

PARTIAL COUNTIES

Madison: Only the Townships of Cazenovia, DeRuyter, Fenner, Georgetown, Lenox, Nelson and Sullivan.
Oswego: All Townships except Redfield, Sandy Creek and Boylston

WAGES

GROUP 1: Warehousemen*, Yardmen*, Truck Helpers, Pickups, Panel Trucks, Flatboy Material Trucks(straight jobs), Single Axle Dump Trucks, Dumpsters, Material Checkers & Receivers*, Greasers, Truck Tiremen, Mechanics Helpers and Parts Chasers. Tandems and Batch Trucks, Mechanics, Semi-Trailers, Low-boy Trucks, Asphalt Distributor Trucks and Agitator, Mixer Trucks and Dumpcrete type vehicles, Truck Mechanic, Fuel Trucks.

*NOTE: Applies when a temporary warehouse structure is built/utilized specifically for a public work project.

GROUP 2:

Specialized Earth Moving Equipment-Euclid type, or similar off-highway equipment, where not self-loading, Straddle (Ross) Carrier and self-contained concrete mobile unit, Off-highway Tandem Back-Dump, Twin Engine Equipment and Double-Hitched Equipment where not self-loading.

Per hour: 07/01/2021

GROUP 1 \$ 28.36
GROUP 2 28.56

NOTE: For all work bid, there shall be a twelve month carryover of the rates in effect at the time of the bid.

Additional \$ 1.50 per hour on City, County, Federal and/or State designated hazardous waste site when personal protection is required by regulation to be used or worn.

SUPPLEMENTAL BENEFITS

Per hour:

Journeyman \$ 26.21

OVERTIME PAY

See (B, E, Q) on OVERTIME PAGE

HOLIDAY

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

NOTE: If a holiday falls on Sunday, it will be celebrated on Monday.

6-317h

Welder

01/01/2022

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 07/01/2021

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

(29) Juneteenth



**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)

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)

Telephone: ()

Fax: ()

E-Mail:

3. SEND REPLY TO check if new or change
Name and complete address:

4. SERVICE REQUIRED. Check appropriate box and provide project information.

New Schedule of Wages and Supplements.

APPROXIMATE BID DATE :

Additional Occupation and/or Redetermination

Telephone:()

Fax: ()

E-Mail:

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 12/22/2021

Article 8

AGENCY	Fiscal Officer	FEIN	EMPLOYER NAME	EMPLOYER DBA NAME	ADDRESS	DEBARMENT START DATE	DEBARMENT END DATE
DOL	DOL	*****5754	0369 CONTRACTORS, LLC		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
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	NYC		AMJED PARVEZ		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
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		ANGELO GARCIA		515 WEST AVE UNIT PH 13NORWALK CT 06850	05/12/2021	05/12/2026
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	NYC		ARADCO CONSTRUCTION CORP		115-46 132RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
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 CROPEY AVENUE APT 11GBROOKLYN NY 11214	10/30/2018	10/30/2023
DOL	NYC		AVM CONSTRUCTION CORP		117-72 123RD ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	NYC		AZIDABEGUM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		BALWINDER SINGH		421 HUDSON ST SUITE C5NEW YORK NY 10014	02/20/2019	02/20/2024
DOL	NYC	*****8416	BEAM CONSTRUCTION, INC.		50 MAIN ST WHITE PLAINS NY 10606	01/04/2019	01/04/2024
DOL	DOL		BERNARD BEGLEY		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
DOL	NYC	*****2113	BHW CONTRACTING, INC.		401 HANOVER AVENUE STATEN ISLAND NY 10304	01/11/2021	01/11/2026
DOL	DOL		BIAGIO CANTISANI			06/12/2018	06/12/2023
DOL	DOL	*****3627	BJB CONSTRUCTION CORP.		38 LONG RIDGE ROAD BEDFORD NY 10506	12/18/2019	12/18/2024
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	DA		BOLTER CONSTRUCTION		2549 LINDEN STREET BELLMORE NY 11710	12/22/2016	12/22/2021
DOL	DOL		BRADLEY J SCHUKA		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025

NYS DOL Bureau of Public Work Debarment List 12/22/2021

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	DOL	*****4083	C.P.D. ENTERPRISES, INC		P.O BOX 281 WALDEN NY 12586	03/03/2020	03/03/2025
DOL	DOL	*****5161	CALADRI DEVELOPMENT CORP.		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	DOL	*****3391	CALI ENTERPRISES, INC.		1223 PARK STREET PEEKSKILL NY 10566	05/17/2021	05/17/2026
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		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	*****0026	CHANTICLEER CONSTRUCTION LLC		4 BROTHERS ROAD WAPPINGERS FALLS NY 12590	10/20/2020	10/20/2025
DOL	NYC		CHARLES ZAHRAKKA		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025
DOL	DOL		CHRISTOPHER GRECO		26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL		CHRISTOPHER J MAINI		19 CAITLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
DOL	DOL		CHRISTOPHER PAPASTEFANO A/K/A CHRIS PAPASTEFANO		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
DOL	DOL	*****1927	CONSTRUCTION PARTS WAREHOUSE, INC.	CPW	5841 BUTTERNUT ROAD EAST SYRACUSE NY 13057	09/12/2018	09/12/2023
DOL	DOL	*****3228	CROSS-COUNTY LANDSCAPING AND TREE SERVICE, INC.	ROCKLAND TREE SERVICE	26 NORTH MYRTLE AVENUE SPRING VALLEY NY 10956	02/18/2021	02/18/2026
DOL	DOL	*****2524	CSI ELECTRICAL & MECHANICAL INC		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		DALJIT KAUR BOPARAI		185-06 56TH AVE FRESH MEADOW NY 11365	10/17/2017	10/17/2022
DOL	DOL	*****7619	DANCO CONSTRUCTION UNLIMITED INC.		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	09/17/2020	09/17/2025

NYS DOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL		DARIAN L COKER		2610 SOUTH SALINA ST SUITE 2CSYRACUSE NY 13205	12/04/2018	12/04/2023
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		DELPHI PAINTING & DECORATING CO INC		1445 COMMERCE AVE BRONX NY 10461	05/30/2019	05/30/2024
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		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 GILLETT PA 16923	03/12/2018	03/12/2023
DOL	DA		EDWIN HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****0780	EMES HEATING & PLUMBING CONTR		5 EMES LANE MONSEY NY 10952	01/20/2002	01/20/3002
DOL	NYC	*****5917	EPOCH ELECTRICAL, INC		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2024
DOL	DOL		FAIGY LOWINGER		11 MOUNTAIN RD 28 VAN BUREN DRMONROE NY 10950	03/20/2019	03/20/2024
DOL	DOL		FRANK BENEDETTO		19 CATLIN AVE JAMESTOWN NY 14701	09/17/2018	09/17/2023
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	DA		FREDERICK HUTZLER		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
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	NYC		GAYATRI MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
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	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	*****3228	HEIGHTS ELEVATOR CORP.		1766 FRONT ST YORKTOWN HEIGHTS NY 10598	01/17/2018	01/17/2023

NYSDOL Bureau of Public Work Debarment List 12/22/2021

Article 8

DOL	DOL	*****5131	INTEGRITY MASONRY, INC.	M&R CONCRETE	722 8TH AVE WATERVLIET 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	DOL	*****9211	J. WASE CONSTRUCTION CORP.		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
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 C. DELGIACCO		722 8TH AVE WATERVLIET NY 12189	06/05/2018	06/05/2023
DOL	DOL		JAMES J. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
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
DOL	DOL		JASON P. RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	*****7993	JBS DIRT, INC.		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
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		JIM PLAUGHER		17613 SANTE FE LINE ROAD WAYNEFIELD OH 45896	07/16/2021	07/16/2026
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	DOL		JOHN LUCIANO			05/14/2018	05/14/2023
DOL	DOL		JOHN MARKOVIC		47 MANDON TERRACE HAWTHORN NJ 07506	03/29/2021	03/29/2026
DOL	DOL		JOHN WASE		8545 RT 9W ATHENS NY 12015	03/09/2021	03/09/2026
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		JORGE RAMOS		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
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	NYC		JOSEPH FOLEY		66-05 WOODHAVEN BLVD. STE 2REGO PARK NY 11374	04/20/2017	04/20/2022
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	*****5116	JP RACE PAINTING, INC. T/A RACE PAINTING		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
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		KARIN MANGIN		796 PHELPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	DOL		KATE E. CONNOR		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026
DOL	DOL		KATIE BURDICK		2238 BAKER RD GILLET PA 16923	03/12/2018	03/12/2023
DOL	DOL	*****2959	KELC DEVELOPMENT, INC		7088 INTERSTATE ISLAND RD SYRACUSE NY 13209	03/31/2021	03/31/2026

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DOL	DOL		KENNETH FIORENTINO		375 LAKE SHORE DRIVE PUTNAM VALLEY NY 10579	01/23/2017	01/23/2022
DOL	DOL		KIMBERLY F. BAKER		7901 GEE ROAD CANASTOTA NY 13032	08/17/2021	08/17/2026
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	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
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	DOL		LOUIS A. CALICCHIA		1223 PARK ST. PEEKSKILL NY 10566	05/17/2021	05/17/2026
DOL	NYC		LUBOMIR PETER SVOBODA		27 HOUSMAN AVE STATEN ISLAND NY 10303	12/26/2019	12/26/2024
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	DOL		M. ANVER BEIG		142 EAST MARKET STREET LONG BEACH NY 11561	03/07/2017	03/07/2022
DOL	DOL	****2196	MAINSTREAM SPECIALTIES, INC.		11 OLD TOWN RD SELKIRK NY 12158	02/02/2021	02/02/2026
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	NYC		MARIA NUBILE		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
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

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DOL	NYC		MATINA KARAGIANNIS		97-18 50TH AVE CORONA NY 11368	04/19/2018	04/19/2023
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		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	DOL		MICHAEL LENIHAN		1079 YONKERS AVE UNIT 4YONKERS 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 29MORGANVILLE NJ 07751	04/10/2019	04/10/2024
DOL	NYC	****9926	MILLENNIUM FIRE PROTECTION, LLC		325 W. 38TH STREET SUITE 204NEW YORK NY 10018	11/14/2019	11/14/2024
DOL	NYC	****0627	MILLENNIUM FIRE SERVICES, LLC		14 NEW DROP LNE 2ND FLOORSTATEN ISLAND NY 10306	11/14/2019	11/14/2024
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	NYC		MUHAMMED A. HASHEM		524 MCDONALD AVENUE BROOKLYN NY 11218	09/17/2020	09/17/2025
DOL	NYC		NAMOW, INC.		84-22 GRAND AVENUE ELMHURST NY 11373	03/10/2020	03/10/2025
DOL	DA	****9786	NATIONAL INSULATION & GC CORP		180 MILLER PLACE HICKSVILLE NY 11801	12/12/2018	12/12/2023
DOL	DOL	****3684	NATIONAL LAWN SPRINKLERS, INC.		645 N BROADWAY WHITE PLAINS NY 10603	05/14/2018	05/14/2023
DOL	DOL		NICHOLE E. FRASER A/K/A NICHOLE RACE		3469 STATE RT. 69 PERISH NY 13131	09/29/2021	09/29/2026
DOL	DOL	****7429	NICOLAE I. BARBIR	BESTUCCO CONSTRUCTI ON, INC.	444 SCHANTZ ROAD ALLEN TOWN PA 18104	09/17/2020	09/17/2025
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		PARESH SHAH		29 PHILLIP DRIVE PARSIPPANY NJ 07054	02/13/2017	02/13/2022
DOL	DOL		PAULINE CHAHALES		935 S LAKE BLVD MAHOPAC NY 10541	03/02/2021	03/02/2026
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		PETER STEVENS		11 OLD TOWN ROAD SELKIRK NY 12158	02/02/2021	02/02/2026
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	DOL	****0466	PRECISION BUILT FENCES, INC.		1617 MAIN ST PEEKSKILL NY 10566	03/03/2020	03/03/2025

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DOL	NYC	****4532	PROFESSIONAL PAVERS CORP.		66-05 WOODHAVEN BLVD. REGO PARK NY 11374	04/20/2017	04/20/2022
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 FLOOR MASPETH NY 11378	02/07/2018	02/07/2023
DOL	DA	****7559	REGAL CONTRACTING INC.		24 WOODBINE AVE NORTHPORT NY 11768	10/01/2020	10/01/2025
DOL	DOL		REGINALD WARREN		161 ROBYN RD MONROE NY 10950	01/30/2018	01/30/2023
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 CONSTRUCTION	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 BISSE SAR		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		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		RODERICK PUGH		404 OAK ST SUITE 101 SYRACUSE NY 13203	07/23/2018	07/23/2023
DOL	DOL	****4880	RODERICK PUGH CONSTRUCTION INC.		404 OAK ST SUITE 101 SYRACUSE 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
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 408 MONROE 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	DOL		SAL FRESINA MASONRY CONTRACTORS, INC.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		SAL MASONRY CONTRACTORS, INC.		(SEE COMMENTS) SYRACUSE NY 13202	07/16/2021	07/16/2026
DOL	DOL	****9874	SALFREE ENTERPRISES INC		P.O BOX 14 2821 GARDNER RD POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		SALVATORE A FRESINA A/K/A SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
DOL	DOL		SAM FRESINA		107 FACTORY AVE P.O BOX 11070 SYRACUSE NY 13218	07/16/2021	07/16/2026
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	NYC	****1130	SCANA CONSTRUCTION CORP.		863 WASHINGTON STREET FRANKLIN SQUARE NY 11010	03/10/2020	03/10/2025

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DOL	DOL	*****2045	SCOTT DUFFIE	DUFFIE'S ELECTRIC, INC.	P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL		SCOTT DUFFIE		P.O BOX 111 CORNWALL NY 12518	03/03/2020	03/03/2025
DOL	DOL	*****9751	SCW CONSTRUCTION		544 OLD ROUTE 23 ACRE NY 12405	02/14/2017	02/14/2022
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	*****0440	SOLAR GUYS INC.		8970 MIKE GARCIA DR MANASSAS VA 20109	07/16/2021	07/16/2026
DOL	NYC		SOMATIE RAMSUNAHAI		115-46 132ND ST SOUTH OZONE PARK NY 11420	09/17/2020	09/17/2025
DOL	DOL	*****2221	SOUTH BUFFALO ELECTRIC, INC.		1250 BROADWAY ST BUFFALO NY 14212	02/03/2020	02/03/2025
DOL	DOL		STANADOS KALOGELAS		485 RAFT AVENUE HOLBROOK NY 11741	10/19/2021	10/19/2026
DOL	DOL	*****3496	STAR INTERNATIONAL INC		89-51 SPRINGFIELD BLVD QUEENS VILLAGE NY 11427	08/11/2003	08/11/3003
DOL	DOL	*****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	*****9528	STEEL-IT, LLC.		17613 SANTE FE LINE ROAD WAYNESFIELD OH 45896	07/16/2021	07/16/2026
DOL	DOL		STEFANOS PAPASTEFANO, JR. A/K/A STEVE PAPASTEFANO, 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	DOL		STEVEN MARTIN		2404 DELWARE AVE NIAGARA FALLS NY 14305	09/12/2018	09/12/2023
DOL	DOL		STEVEN TESTA		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022
DOL	DOL	*****3800	SUBURBAN RESTORATION CO. INC.		5-10 BANTA PLACE FAIR LAWN PLACE NJ 07410	03/29/2021	03/29/2026
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		TERRY THOMPSON		11371 RIDGE RD WOLCOTT NY 14590	02/03/2020	02/03/2025
DOL	DOL	*****9733	TERSAL CONSTRUCTION SERVICES INC		107 FACTORY AVE P.O BOX 11070SYRACUSE NY 13208	07/16/2021	07/16/2026
DOL	DOL		TERSAL CONTRACTORS, INC.		221 GARDNER RD P.O BOX 14POMPEI NY 13138	07/16/2021	07/16/2026
DOL	DOL		TERSAL DEVELOPMENT CORP.		1935 TEALL AVENUE SYRACUSE NY 13206	07/16/2021	07/16/2026
DOL	DOL		TEST		P.O BOX 123 ALBANY NY 12204	05/20/2020	05/20/2025
DOL	DOL	*****6789	TEST1000		P.O BOX 123 ALBANY NY 12044	03/01/2021	03/01/2026
DOL	DOL	*****5570	TESTA CORP		50 SALEM STREET - BLDG B LYNNFIELD MA 01940	01/23/2017	01/23/2022

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DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	12/04/2018	12/04/2023
DOL	DOL	*****5766	THE COKER CORPORATION	COKER CORPORATION	2610 SOUTH SALINA ST SUITE 14SYRACUSE NY 13205	09/17/2020	09/17/2025
DOL	DA	*****4106	TRIPLE H CONCRETE CORP		2375 RAYNOR STREET RONKONKOMA NY 11779	08/04/2021	08/04/2026
DOL	DOL	*****6392	V.M.K CORP.		8617 THIRD AVE BROOKLYN NY 11209	09/17/2018	09/17/2023
DOL	DOL	*****6418	VALHALLA CONSTRUCTION, LLC.		796 PHELEPS ROAD FRANKLIN LAKES NJ 07417	12/01/2020	12/01/2025
DOL	NYC	*****7361	VIABLE HOLDINGS, INC.	MOVING MAVEN	1010 NORTHERN BLVD. GREAT NECK NY 11021	03/09/2017	03/09/2022
DOL	NYC	*****2426	VICKRAM MANGRU	VICK CONSTRUCTION	21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	NYC		VICKRAM MANGRU		21 DAREWOOD LANE VALLEY STREAM NY 11581	09/17/2020	09/17/2025
DOL	DOL		VICTOR ALICANTI		42-32 235TH ST DOUGLASTON NY 11363	01/14/2019	01/14/2024
DOL	NYC		VIKTAR PATONICH		2630 CROPSEY 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	*****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 G. PROERFRIEDT		85 SPRUCEWOOD ROAD WEST BABYLON NY 11704	01/19/2021	01/19/2026
DOL	DOL	*****5924	WILLIAM G. PROPHY, LLC	WGP CONTRACTING, INC.	54 PENTAQUIT AVE BAYSHORE NY 11706	01/19/2021	01/19/2026
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	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

ITEM M-100 MOBILIZATION and DEMOBILIZATION

DESCRIPTION

PART 1 - GENERAL

100-1.1 This section of these Specifications is a part of the Contract Documents as defined in the General Provisions. All applicable parts of the balance of the Contract Documents are equally as binding for this section as for all other sections.

100-1.2 This item shall consist of work and operations, 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.

100-1.3 Under this item the Contractor shall set up his necessary general plant, including shops, storage areas, office and such sanitary and other facilities as are required by local or state law or regulation. Unless provided for elsewhere, the cost of required insurance and bonds and/or any other similar significant initial expense required for the initiation of the contract work may be included in this item. The determination of the adequacy of the Contractor's facilities except as noted above shall be made by the Contractor.

MATERIALS

100-2.1 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.

100-2.2 Such materials as are required that are not to be a part of the completed contract shall be as determined by the Contractor except that they shall conform to any pertinent local or state law, regulation, or code.

CONSTRUCTION METHODS

100-3.1 Such work as is done in providing the facilities and services under this item shall be done in a safe and workmanlike manner and shall conform with any pertinent local or state law, regulation, or code. Good housekeeping consistent with safety shall be maintained.

METHOD OF MEASUREMENT

100-4.1 Payment will be made at the lump sum price bid for this item.

BASIS OF PAYMENT

100-5.1 The lump sum price bid shall include the cost for furnishing and maintaining of any plant, services or other facilities noted under "Description" to the extent and at the time the Contractor deem them necessary for his operations consistent with the requirements of this item and this contract in their schedule of values.

100-5.2 Based upon the amount shown for "Mobilization" in the schedule of values partial payments will be allowed as follows:

- a. With first pay request, 25%.
- b. When 25% or more of the original contract is earned, an additional 25%.
- c. When 50% or more of the original contract is earned, an additional 40%.
- d. After Final Inspection, staging area clean-up and delivery of all Project Closeout materials as required by Section 90-11, the final 10%.

Payment will be made under:

<u>Item</u>	<u>Description</u>	<u>Unit</u>
M-100-1	Mobilization and Demobilization	Lump Sum

END OF ITEM M-100

ITEM M-105 CONTRACTOR STAGING AREA

DESCRIPTION

105-1.1 DESCRIPTION. This specification details the provisions of providing a staging area(s) and/or batch plant area for the Contractor's operations, material storage and field office for the Contractor's field personnel. The location for staging areas and batch plant areas shall be as shown on the Construction drawings. This item shall also consist of mobilization and demobilization of such facilities.

105-1.2 STAGING AREAS. The Contractor's Staging Area(s) and/or Batch Plant Area are shown on the contract plans. These areas shall be used for the Contractor's operations, and the storage of materials and equipment. Employee personal vehicles shall be parked in the staging area.

Contractor shall be responsible for any site improvements as may be needed for Contractor's use of the provided site, including site security, if required. The site shall be restored to its original condition at the completion of construction, unless otherwise approved.

The staging areas shall be kept in a neat and orderly fashion. Stock piling of materials (such as earth and pavement materials) may be permitted, and approval is at the discretion of the Engineer. The Engineer reserves the right to direct the Contractor to correct any deficiencies in the maintenance of the staging area and the Contractor shall promptly comply with the directives of the Engineer.

105-1.3 ADVERTISING. No sign will be permitted for advertising the name of the Contractor or any subcontractors other than permanently attached or painted signs on the sides of the Contractor's field offices, vehicles, and equipment. One neat sign with black lettering on a white background may be used to designate the Contractor's receiving area for deliveries. The sign shall not exceed fifteen feet + two inches (15' 2") and it shall be subject to approval by the Engineer.

105-1.4 REMOVALS. The field office(s) and all equipment furnished under this item are the property of the Contractor. Removal of the field offices and cleanup of the staging areas and employee parking sites shall be completed within five (5) calendar days following final acceptance of the work under this contract. Batch plant machinery, equipment, and any material stockpiles shall be removed from the site within fifteen (15) calendar days after completion of paving operations, unless otherwise approved by the Engineer.

The Contractor shall, to the satisfaction of the Engineer, restore the staging area(s) and batch plant area to a clean and orderly condition after removal of all materials, equipment, and facilities before vacating the construction area.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

105-2.1 BASIS OF PAYMENT. The performance of this Work shall not be paid for directly but shall be considered an incidental obligation of the Contractor covered under Item M-120-1 Maintenance and Protection of Traffic.

END OF ITEM M-105

ITEM M-120 MAINTENANCE AND PROTECTION OF TRAFFIC**DESCRIPTION**

120-1.1 GENERAL. Maintenance and Protection of Traffic consists of but is not limited to, the work necessary to set up security fencing and gates, install temporary haul roads, install and remove temporary lighting equipment, pavement sweeping and cleaning, construction signs and utilities, safety flagging and barricades, obtain all required permits, pay all fees, transport all employees and materials to and from the work site, and all other expenses as required for the Project. This item shall include all traffic control (flaggers) and gate guards as required and shown on the drawings, and any temporary gate guard shelters as may be needed.

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.

The Contractor shall comply with all guidelines regarding construction safety set forth in FAA Advisory Circular 150/5370-2G, "Operational Safety on Airports During Construction", Special General Provisions.

The requirements of Section 619, Work Zone Traffic Control, as specified in the New York State Department of Transportation Standard Specifications latest issue, plus all revisions and addenda pertaining thereto, shall apply with the following modifications and/or revisions as described below.

The following additional items are specifically included without limiting the generality implied by these Specifications and the Contract Drawings.

- Providing qualified gate guards and/or flag persons at the locations shown on the plans or as directed by the Engineer.
- Installation, maintenance, and removal of temporary haul roads necessary to construct the project.
- Installation, maintenance, and removal of temporary security fencing and gates including padlocks.
- Installation, maintenance, and removal of temporary retroreflective edge markers.
- Installation, maintenance, and removal of temporary pavement markings.
- Installation, maintenance, and removal of temporary orange safety fencing.
- Staged or phased construction.
- Off-peak construction periods, including both day and night shift work.
- Temporary construction lighting for night shift construction periods in accordance with Item L-128.
- Locating and marking of existing underground lighting or other airfield circuits within the project work areas.

- Temporary alteration or decommissioning of any existing Runway or Taxiway lighting, signage, or NAVAID in accordance with Item L-128.
- Installation, maintenance, and removal of temporary or permanent barricades, warning signs, hazard markings and runway closure markings.
- Installation, maintenance, and removal of temporary lights and lighting circuits including lighted runway closure markings in accordance with Item L-128.
- Testing and maintenance of existing, temporary, and new lighting circuitry.
- Installation, maintenance, and removal of any temporary pavement tapers, transitions, or temporary accesses to any airport facilities.
- Installation, maintenance, and removal of any temporary asphalt pavement tapers and/or transitions in accordance with FAA Advisory Circular 150/5370-13.
- Installation, maintenance, and removal of any temporary milled tapers and/or transitions in accordance with FAA Advisory Circular 150/5370-13.
- Installation, maintenance, and removal of any temporary drainage, including, ditches, swales, piping, and de-watering of work areas.
- Alteration, adjustment, maintenance of any drainage inlets, structures, or systems necessary to maintain runway drainage during construction.
- Cleaning and maintenance of all areas within construction limits and haul routes or areas disturbed by the Contractor's operation via vacuum trucks.
- Restoration of all surfaces disturbed because of the Contractor's Operations, which are not otherwise paid for under a specific item.
- Maintenance and safe-keeping of airport-owned lighted runway closure markers.
- Provide temporary stake-mounted threshold lights and other edge lighting revisions if required in accordance with Item L-128.

120-1.2 LIGHTING. This work shall also consist of furnishing, installing, operating, maintaining, moving, and removing portable light towers and equipment-mounted lighting fixtures for nighttime construction operations, for the duration of nighttime work on the contract. Nighttime operations consist of work specifically scheduled to occur after sunset and before sunrise.

120-1.3 RUNWAY CLOSURE MARKERS. This work shall consist of furnishing, operating, and maintaining two (2) portable lighted runway closure markers, to be utilized 24 hours per day, 7 days per week during any runway closure period. Upon completion of the project, the Contractor shall turn over the lighted runway closure markers to the Owner. The equipment shall be in first class serviceable condition as approved by the Engineer.

MATERIALS

120-2.1 GENERAL. All barriers, barricades, flagging, and warning signs shall be approved by the Engineer prior to installation. Provide submittals to the Engineer prior to placement of any signs, barriers, barricades, and flagging.

All barriers, barricades, flagging, and warning signs shall be portable, and less than 3 feet high in total height unless noted otherwise on the drawings and equipped with an operational red flashing light. Barriers and barricades shall have reflective orange and white markings conforming to the standards outlined in the MUTCD.

Barriers, barricades, safety flagging, and warning signs shall be placed at the locations shown on the drawings or as directed by the Engineer. Unless otherwise noted or directed, barriers and safety flagging shall be positioned 3 feet outside of construction area limits.

Barriers, barricades, flagging, and warning signs shall be installed and repositioned as required or directed by the Engineer for phases and stages of the project at no added cost to the Airport.

Barriers, barricades, flagging, and warning signs shall be properly secured to prevent movement by wind and jet blast and inspected regularly to ensure that all lights are functioning properly.

All maintenance work required to keep barriers, barricades, safety flagging, warning lights/batteries, flags, warning signs etc. clean and in good operating condition shall be provided by the Contractor at no additional expense to the Airport. Contractor shall clean and maintain all barriers, barricades, safety flagging and warning signs as needed or directed throughout construction. Contractor shall also clean and maintain all barriers, barricades, safety flagging and warning signs during non-work periods, including any winter shut-down periods. Should a problem be identified with any barriers, barricades, safety flagging or warning signs during a non-work period, Contractor shall be responsible for correcting the condition within a one (1) hour response time.

At the completion of each work phase, the signs, barricades, flagging, etc. shall be removed or relocated as shown on the drawings or as directed by the Engineer. At the completion of construction, all signs, barricades, flagging etc. shall be removed from airport property by the Contractor, unless otherwise provided.

120-2.2 LOW PROFILE CONSTRUCTION BARRICADES.

- a. Contractor-Provided Low-Profile Construction Barricades.** Contractor-provided low-profile closure barricades and components shall be as shown on the drawings and as follows:
 1. Low profile barricades shall be OTW Safety Model AR10x96 or approved equal. Low profile barricades shall include pre-molded mounting holes with positive screw or snap-type connections for secure connections of warning lights and flags to the barriers. Barricades shall be capable of being filled with water to prevent movement by wind and jet blast.
 2. Warning lights for low profile barricades shall be OTW Safety Model ARL-FLR-CN or approved equal. Warning lights shall be omnidirectional flashing red, solar powered and shall be capable of securely fastening to premolded mounting connection on barrier.

3. Safety flags for low profile barricades shall be OTW Safety Model ARF or approved equal. Safety flags shall be attached to a fiberglass dowel and contain an integrated spring pin button or screw to securely fastening to premolded mounting connection on barricade.
4. All contractor-provided barricades, lights, and flags shall be new at the time of initial installation.

b. Airport-Provided Low-Profile Closure Barriers.

1. No low-profile closure barriers shall be provided by the Airport for this project.

120-2.3 SAFETY FLAGGING. Safety flagging shall be bunting or rope with flags spaced a maximum of 3 feet apart. Flagging shall be connected to supports as shown on the drawings.

Safety flagging supports shall be orange candle-stick type barricades as shown on the drawings. Safety flagging supports shall be spaced as needed to prevent blow-over but no more than 10 feet apart unless otherwise directed by the Engineer. Supports shall be weighted to prevent blow-over by wind or jet blast.

120-2.4 WARNING LIGHTS. Flashing warning lights shall be placed on barriers and at the locations shown on the drawings. Unless shown otherwise on the drawings, warning lights shall be in accordance with the current requirements of ITE Standards for Flashing and Steady Burning Warning Lights, as shown below:

TABLE 120-1 WARNING LIGHTS	
Criteria	Requirement
Type	Flashing Solar LED
Lens Directional Faces	Omni Directional
Flashing Rate Per Minute	55 – 75
Hours of Operation	Dusk to Dawn
Color of Lens	Red

Warning lights shall be solar-powered, battery-operated with the battery in a weatherproof enclosure. Lights shall be equipped with a solar switch which shall turn the light on at dusk and off at dawn. Warning lights shall be secured to the construction signs, barricade, or support by tamper-proof bolts. The fastening of the light to the support shall be approved by the Engineer.

120-2.5 TEMPORARY LIGHTED RUNWAY CLOSURE MARKERS. Temporary lighted runway closure markers shall be as shown on the drawings and shall conform to FAA Advisory Circulars 150/5340-1L and 150/5370-2G. Lighted runway closure markers shall be portable units that can be quickly towed to and from the runway, consist of a minimum of at least 9 light sources arranged in the shape of the letter “X”, provide a minimum day effective intensity of 70,000 candela (cd) at the beam center, simultaneously flash all light sources mounted on the “X” at a rate of 2.5 seconds on and 2.5 seconds off, and be energized by a portable power supply capable of a minimum of 24 hours continuous operation.

120-2.6 TEMPORARY AIRFIELD LIGHTING REVISIONS. All airfield lighting associated with closed portions of taxiways, including centerline lights, edge lights, and lighted signs shall be disconnected during the closure, and re-established when returned to service. Temporary airfield lighting revisions shall be in accordance with the drawings, and Item L-128.

In addition to disconnection of power, existing taxiway exit signs associated with closed taxiways shall be covered with a solid black blank panel in accordance with Item L-858 or by other means as approved by the Engineer.

120-2.7 TEMPORARY HAUL ROADS. All approved Contractor haul roads leading from the project site to a public road shall be constructed per the Drawings. Construction access locations shall also include stabilized construction entrance pads per Item P-156. The Contractor shall design, construct, and maintain all temporary access roads for the duration of construction. All temporary paved roads shall be removed at the end of construction and returned to their pre-construction condition unless permission is granted in writing by the Engineer for it to remain.

CONSTRUCTION METHODS

120-3.1 SAFETY. The Contractor shall be responsible for maintenance, control, and the safeguarding of all traffic within and immediately abutting the areas where work is being conducted. Whenever, in the opinion of the Engineer, the Contractor has not provided sufficient or proper safety precautions and safeguards, the Contractor shall immediately correct deficiencies by adding crossing guards, lights, barricades, flagging, or whatever else the Engineer deems advisable, including suspension of work, if directed.

The Contractor shall be aware that aircraft operations on runways, taxiways, and aprons adjacent to construction areas will result in jet blast and prop wash occurring in the work area. The Contractor shall take all steps necessary to protect workers, equipment, and materials from exposure to jet blast and prop wash, including but not limited to scheduling construction activities during periods of low aircraft operations and pulling back from a high jet blast work area to allow passage of large aircraft.

The Contractor shall secure all barricades, safety fencing and any other temporary installations from movement from wind and jet blast, and the Contractor shall sequence construction activities and implement erosion control methods to prevent dust and blown debris from jet blast.

Special care shall be exercised to prevent vehicles and pedestrians from falling into open excavations or being otherwise harmed as a result of the work. The Contractor shall, in all cases, hold the Owner harmless for any and all damages resulting from any of the Contractor's operations.

No speed limit signs shall be placed by the Contractor unless authorized by the Engineer. Any limits properly established shall be for a temporary period only and shall be removed at the direction of the Engineer.

At all intersecting roads within the project and along Contractor's haul routes, adequate warning signs and stop signs shall be placed in advance of the intersection in accordance with MUTCD construction signing standards, as shown on the drawings, and as directed by the Engineer.

120-3.2 BARRICADES, SAFETY FLAGGING.

- a. **General.** Position barriers, barricades, and safety flagging as shown on the drawings or as directed by the Engineer to isolate work areas from active taxiway/apron areas. Place barricades as needed to clearly define work area, but no more than 20-foot spacing, unless otherwise noted.
- b. **Low Profile Closure Barriers.**

1. Place low profile barriers at the locations shown on the drawings, and as approved by the Engineer. Coordinate access to closure areas with the Engineer prior to placement. Low profile barricades shall be interlocked together without space between barricades unless directed otherwise by the Engineer. Barriers shall be filled with water, except during subfreezing temperatures fill with potassium acetate or calcium chloride solution to prevent freezing.

120-3.3 TEMPORARY RUNWAY/TAXIWAY “X” CLOSURE MARKERS. Temporary lighted runway closure markers and fabric runway/taxiway closure X’s shall be placed at the locations shown on the drawings and removed when no longer required. The Contractor shall supply a minimum of two lighted runway closure X’s and one fabric runway/taxiway closure X.

120-3.4 SITE ACCESS AND HAUL ROADS. Construction access to work areas shall be as shown on the Drawings. If construction access is required in addition to the construction entrances shown on the drawings, secure Engineer's approval of all additional project construction entrances prior to construction. The Contractor shall maintain the integrity of all haul routes throughout the duration of construction as approved by the Engineer. All haul routes, staging areas and equipment storage shall be at the location shown on the Drawings, unless otherwise approved by the Engineer.

METHOD OF MEASUREMENT

120-4.1 MAINTENANCE AND PROTECTION OF TRAFFIC. The work under maintenance and protection of traffic will be measured for payment on a lump sum basis.

120-4.2 LOW-PROFILE CONSTRUCTION BARRICADES. The quantity to be measured for payment will be the number of barricade units installed.

120-4.3 LIGHTED RUNWAY CLOSURE MARKERS. The quantity to be measured for payment will be the number of runway closure units installed.

BASIS OF PAYMENT

120-5.1 MAINTENANCE AND PROTECTION OF TRAFFIC. The lump sum price bid for maintenance and protection of traffic shall include all equipment, materials, and labor necessary to adequately and safely maintain and protect traffic. This shall include installation, maintenance, removal, and restoration of all haul roads, all elements of security badging including any required fees, training, or courses, all necessary gate guards and/or flaggers, installation, maintenance, removal, and restoration of all temporary fences and/or gates, any provisions for roadway closures including barricades, lane closures, flaggers, or temporary signals,

In the event the contract completion date is extended, no additional payment will be made for maintenance and protection of traffic.

Progress payments will be made for this item in proportion to the total amount of contract work completed, less any deductions for unsatisfactory maintenance and protection of traffic.

No payment will be made under maintenance and protection of traffic for each calendar day during which there are substantial deficiencies in compliance with the Specification requirements of any subsection of this Section as determined by the Engineer. The amount of such calendar day non-payment will be determined

by dividing the lump sum amount bid for maintenance and protection of traffic by the number of calendar days between the date the Contractor commences work and the date of completion as designated in this proposal, without regard to any extension of time.

If the Contractor fails to maintain and protect traffic adequately and safely for a period of 4 hours, the Owner shall correct the adverse conditions by any means it deems appropriate and shall deduct the cost of the corrective work from any monies due the Contractor. The cost of this work shall be in addition to the liquidated damages and non-payment for maintenance and protection of traffic listed above.

However, where major non-conformance with the requirement of this Specification is noted by the Engineer and prompt Contractor compliance is deemed not to be obtainable, all contract work may be stopped by direct order of the Engineer regardless of whether corrections are made by the Owner as stated in the paragraph above.

120-5.2 LOW-PROFILE CONSTRUCTION BARRICADES. The price bid per each low-profile construction barricade shall include all equipment, materials, and labor necessary to transport, install, relocate, maintain, and alter low-profile construction barricades during the course of the project.

Payments will be made for this item as the phases of work progress and in accordance with the low-profile construction barricade locations shown on the contract plans.

No payment will be made for low-profile construction barricades that do not meet the specifications herein and the details shown on the contract plans. This includes, but is not limited to, inadequate placement, incorrect placement, barricades that are not filled with water, barricades that are not anchored properly, and barricades that have not been maintained properly.

120-5.3 LIGHTED RUNWAY CLOSURE MARKERS. The price bid per each lighted runway closure marker shall include all equipment, materials, and labor necessary to transport, install, relocate, and maintain all lighted runway closure markers during the course of the project.

75% of the total cost of this item will be paid for upon installation. The remaining 25% will be paid upon delivery of Airport-accepted and Engineer-accepted units to Airport Maintenance.

No payment will be made for lighted runway closure markers that do not meet the specifications herein and the details shown on the contract plans. This includes, but is not limited to, incorrect placement, broken bulbs, inadequate runtime requirements, or failure to maintain the lighted runway closure markers.

Payment will be made under:

<u>Item</u>	<u>Description</u>	<u>Unit</u>
M-120-1	Maintenance and Protection of Traffic	Lump Sum

END OF ITEM M-120

ITEM M-130 GATE GUARDS AND FLAGGING OPERATIONS

DESCRIPTION

130-1.1 The item of work to be performed under this section shall consist providing gate guards and flagging operations at the locations shown on the drawings or as directed by the Engineer. This work shall conform to the requirements of FAA Advisory Circular No. 150/5370-2G and the "Manual on Uniform Traffic Control Devices for Streets and Highways" (MUTCD) and all supplements thereto, with the modifications and additions herein.

130-1.2 CONSTRUCTION SAFETY OFFICER. Contractor shall identify a Construction Safety Officer who shall be responsible for assuring that all gate security, gate guards, and flagging operations are in conformance with the drawings, specifications, and any directions provided by the Engineer. The Contractor shall provide name and phone number for Construction Safety Officer, who shall be available by telephone 7 days per week, 24 hours a day throughout the construction duration, including nonworking periods and winter shut-down periods.

CONSTRUCTION REQUIREMENTS

130-2.1 CONTRACTOR-PROVIDED CONSTRUCTION GATE GUARD.

A. Access Points/Gates/Gate Guards

1. All gates used for Contractor access to the airfield shall be staffed by qualified and trained gate guards at all times the gates are in use for construction activities in progress on the project. The Contractor shall provide gate guards for each gate used by any construction vehicle. The gate guard is required to check each person entering the secure area through the gate for a valid Airport ID badge, construction escort badge, or delivery escort badge; a valid vehicle ramp permit; and required vehicle markings. Any person or vehicle not in compliance with these requirements will be denied access.
2. When not actively in use, gates shall be kept closed and locked. After each vehicle entry or exit during periods of operation, the gate must be pulled closed, or an airport-approved barricade must be placed in front of the gate to require a vehicle to stop so that an inadvertent entry into the secure area is prevented.
3. Access to construction sites through non-motorized vehicle gates shall be coordinated with Airport staff. **Contractor-supplied locks shall not be placed on gates. Airport-supplied locks shall be used.** At the end of each shift, the gate will be closed and locked by an employee of the Contractor. Gate operations shall be checked by Syracuse Hancock International Airport (SHIA) personnel, the Engineer, and the Contractor's Safety Officer frequently to ensure compliance with proper security procedures. The Contractor shall coordinate all required gate access times twenty-four (24) hours in advance with the Engineer.
4. All vehicles under escort shall be physically inspected by the gate guard prior to entering the secure area.

5. Unless otherwise noted, the Contractor shall provide guard shacks as needed, at each gate location used by the Contractor, including power service, if needed.

B. Contractor-Provided Construction Gate Guards

1. Contractor shall provide qualified personnel to perform gate guard services at construction gates used for access to secure areas of the Airport.
2. Personnel assigned to provide gate guard services shall obtain an Airport-issued identification badge prior to providing service. To be qualified to obtain the identification badge, personnel shall:
 - a. Undergo a fingerprint based criminal history records check as required by TSR 1542.209. Contractor's employees to be used for gate guard services shall be able to pass this check with no convictions for a disqualifying offense as outlined by the Transportation Security Administration (TSA).
 - b. Successfully complete an FAA-required training course offered by the Airport which includes understanding airfield lighting and signage, general airport safety, airfield driving techniques, and proper radio communication.
3. Personnel assigned to provide gate guard services shall have the ability to clearly speak, read, write, and understand the English language.
4. Personnel assigned to provide gate guard services shall be supervised and checked at frequent intervals by the Contractor's supervisor and SHIA personnel to ensure they are in compliance with all security requirements associated with staffing a perimeter gate access point leading to a secure area of the airport.
5. Personnel assigned to provide gate guard services shall wear a safety vest at all times.
6. Personnel assigned to provide gate guard services shall not carry a firearm.
7. Personnel assigned to provide gate guard services must have the ability to communicate directly with the Airport's Operations Office by cellular telephone provided by the Contractor.
8. The Contractor shall provide temporary restroom facilities for use by the gate guards at the access gate. If the gate is to be used for access at night, the Contractor shall provide and maintain in working condition a temporary light plant to illuminate the gate and vehicle inspection area. Lighting shall be approved by the Engineer and shall not conflict with any airport lighting or protected air space.

C. Gate Guard Duties: Guard responsibilities include:

1. Checking all incoming individuals and vehicles for Airport authorized identification, permits, and required vehicle markings to prevent unauthorized entrance into secure areas.
2. Comparing the name on the identification badge for each individual entering through the gate with an Airport-provided "stop list." If a person's name is on the stop list, entry shall be denied, and the Airport's Operations Office immediately notified.

3. Conducting vehicle searches to ensure that weapons, explosive devices, and other prohibited items are not allowed into the secure area of the airport; if weapons or other prohibited items are found, the gate guard shall prevent entry and immediately notify the Airport's Control Center.
4. Ensuring that the security gate is closed when not actively being used to prevent security breaches.

130-2.2 CROSSING GUARDS/FLAGGERS. All flaggers shall be adequately trained in flagging operations by recognized training programs, including the American Traffic Safety Services Association, the National Safety Council, unions, or construction industry associations, or by an individual who holds a current certification as a flagger training instructor from such a program. Prior to the start of flagging operations, the Contractor shall provide to the Engineer a list of certified flaggers to be used in the operation, identifying the source of flagger training for each individual. When requested by the Engineer, flaggers shall demonstrate their competency in flagging procedures. Flaggers not competent in flagging procedures shall be retrained or replaced at once.

The Contractor shall provide adequately equipped flagging personnel at the locations shown on the drawings or as required by the Engineer during construction working hours and non-working hours for safe flow of vehicle and aircraft traffic. All flagging, and associated warning signing, shall be completed in accordance with the approved plans and specifications.

METHOD OF MEASUREMENT

130-3.1 Unless otherwise provided, all requirements of this section shall be considered incidental to and included in the payments made for Item M-120-1 Maintenance and Protection of Traffic.

BASIS OF PAYMENT

130-4.1 Unless otherwise provided, no separate payment will be made for the requirements of this section and the costs for work of this section shall be included in the lump sum price bid for Item M-120-1 Maintenance and Protection of Traffic.

USE AND MATERIAL REQUIREMENTS

FAA AC 150/5370-2G

Operational Safety on Airports
During Construction

Manual on Uniform Traffic Control Devices (MUTCD)

All applicable sections

New York State Department of Transportation (NYSDOT)
Work Zone Traffic Control

Section 619

END OF ITEM M-130

ITEM M-140 STREET AND PAVEMENT CLEANING

DESCRIPTION

140-1.1 The work to be performed under this section shall consist of pavement cleaning and prevention of tracking of material onto public and private streets, airport roadways, and runway, taxiway, or apron pavements.

MATERIALS AND CONSTRUCTION METHODS

140-2.1 WHEEL CLEANING.

- a. The Contractor shall clean wheels of vehicles leaving the construction site to eliminate tracking of debris and construction materials onto active and inactive runways, taxiways, aprons, and airport or public roads. Stabilized Construction Entrances shall be constructed at each construction access to the site in accordance with the plans and specification P-156.
- b. The Contractor shall install wheel cleaning devices in accordance with the drawings or as directed by the Engineer. If Engineer determines that Contractor's wheel cleaning procedures are not effective or acceptable, the Contractor shall modify the wheel cleaning procedure to the Engineer's satisfaction and at Contractor's expense.
- c. Additional methods selected may include wheel washing, wheel bath, mud palliative, or others which effectively clean wheels and eliminate tracking. When, in the opinion of the Engineer, the wheel cleaning is no longer needed, the material or bath shall be removed from the site and the site restored to pre-construction conditions.
- d. Contractor shall ensure clean wheels prior to crossing active or inactive runways, taxiways, aprons, or accessing public and airport roads. All materials and apparatus necessary for wheel cleaning are the responsibility of the Contractor and shall be considered incidental to other items in the Contract.

140-2.2 ROUTINE PAVEMENT CLEANING.

- a. The Contractor shall keep the surfaces of all taxiways, aprons, and roadways (public and private), including shoulder areas, free of dirt, mud, material spillage, and other deleterious material and debris along all haul routes and adjacent taxiways and roadways.
- b. The Contractor shall have available at all times, and at each taxiway crossing, a self-propelled pickup sweeper for pavement cleaning and debris removal. The type and number of sweepers are subject to the approval of the Engineer. Taxiways shall be continuously cleaned while any haul operations are crossing an active taxiway or apron. Sweepers shall yield to aircraft operations at all times.
- c. Roadways shall be cleaned within 2 hours of request and as often as required to maintain the roadway surfaces in acceptable condition, as determined by the Engineer.
- d. The use of water to perform pavement cleaning shall be kept to a minimum.
- e. A separate shadow or backup vehicle shall be provided for each sweeper operating on all roads, where required. The shadow or backup vehicle shall follow the sweeper during sweeping.

operation and shall be equipped with an arrow board meeting the Manual of Uniform Traffic Control Devices standards.

- f. Cleanliness of roads must comply with all local ordinances.
- g. The Contractor assumes all responsibility for maintaining visibility of all pavement markings and protection and/or replacement of all pavement markings.

140-2.3 EMERGENCY PAVEMENT CLEANING.

- a. In case of an emergency involving material spillage or other causes, the Contractor shall immediately dispatch a sweeper or other equipment and labor to the site and proceed with the necessary clean-up.
- b. The Contractor shall immediately notify the Engineer of the nature and location of such emergencies.
- c. If the Contractor fails to begin clean-up at the emergency site within one hour of the time of occurrence, Syracuse Hancock International Airport will proceed with the clean-up in accordance with the Special Conditions and the Construction Safety and Security Compliance Manual for Syracuse Hancock International Airport and bill the Contractor accordingly.

METHOD OF MEASUREMENT AND BASIS OF PAYMENT

140-3.1 No separate measurement or payment will be made for the Work required by this section. The cost for this portion of the Work will be considered incidental to and included in the payments made for Item M-120-1 Maintenance and Protection of Traffic.

END OF ITEM M-140

ITEM M-150 PROJECT SURVEY AND STAKEOUT

DESCRIPTION

150-1.1 PROJECT SURVEY AND STAKEOUT. This work shall consist of providing all necessary survey work to establish, spatially position, and verify the locations of existing and proposed terrain features and measure quantities of items in accordance with the contract documents or as directed by the Engineer. 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 terrain or of constructed features, the verification of geospatial data for proposed construction work and the coordination and sharing of engineering data with the Engineer or other contract stakeholders.

The requirements of Section 625, Survey Operations, as specified in the New York State Department of Transportation Standard Specifications latest issue, plus all revisions and addenda pertaining thereto, shall apply.

The survey and stakeout shall proceed immediately following the award of the Contract and shall be expeditiously progressed to completion in a manner and at a rate satisfactory to the Engineer. The Contractor shall keep the Engineer full informed as to the progress of the survey and stakeout. All survey fieldwork and computations shall be performed under the direction of a Professional Land Surveyor registered in the State of New York.

CONSTRUCTION METHODS AND MATERIALS

150-2.1 SURVEY CONTROL PLAN. The Contractor shall develop and submit a Survey Control Plan. Contract control includes all statewide or local primary and secondary horizontal and vertical control which will be used for the geospatial positioning of work items. Upon the Contractor's completion of initial survey reconnaissance and control verification, but prior to beginning primary field operations, the Contractor shall submit a Contract Control Plan document which is to be signed and sealed by a Land Surveyor registered in the State of New York, for acceptance by the Engineer. The Contract Control Plan shall include the below listed required control information and follow the acceptance procedure.

All revisions or additions to contract control for the purpose of stakeout or layout of proposed work items shall be provided in writing to the Engineer prior to beginning that revised portion of stakeout or layout work.

1. Acceptance Procedure.

- a. The Contractor shall document required information and submit electronically to the Engineer at least 10 workdays prior to beginning field operations.
- b. Upon acceptance of the procedure by the Engineer, the Contractor shall submit 2 signed and sealed copies to the Engineer.

2. Control Information.

The Contractor shall list the following control information (tabular format is acceptable):

- a. All contract control shown in the contract documents.
- b. The following elements shall be submitted for all contract control points or benchmarks:
 - (1) Recovered in the field and did it appear undisturbed?

- (2) Contract indicated coordinate or elevation.
 - (3) Field determined coordinate or elevation.
 - (4) Contractor adjusted coordinate or elevation, or necessary.
 - (5) Point or benchmark intended to be used for construction purposes.
- c. Adjustment method is used to balance or adjust the control (ex: Compass Rule for Baseline or Calibration Report for GPS, etc). Attach a copy of the adjustment/calibration report.
 - d. Survey Grid diagram (drawn to a legible scale) with grid dimensions indicated. Grid pattern shall not exceed 100 feet by 100 feet. The grid lines shall be aligned with finished surface concrete pavement joint lines, or roadway centerline station as applicable, and include all grade breaks, edges of pavement and pavement sections, swale lines and limits of construction.
 - e. New York State Plane Coordinate System (NYSPCS) Zone utilized.
 - f. Horizontal Datum used.
 - g. Vertical Datum used.
 - h. Additional (new) control is anticipated to be needed and where will they be set?
 - i. When a GPS base station(s) is utilized on a project either for inspection or stakeout, provide the determined coordinate and elevation value of the station, and the datum differential from that localized value to a NYS CORS determined value.

3. Methods or Procedures.

The Contractor shall document and provide the following survey information on methods or procedures to be used:

- a. Survey methods used to verify the control (ex: Total Station, GPS/RTK, Auto Level, etc).
- b. Survey method(s) used to stakeout which types of proposed features.
- c. Automated Machine Guidance (AMG) proposed for use on this contract.
- d. Type and frequency of quality control measures included to maintain the proper calibration and adjustment of the AMG systems.
- e. If GPS will be used for stakeout or for AMG, will the NYS CORS Network be used as its reference network or will base station(s) be used?
- f. If a base station is to be used, describe the mounting location, attachment technique, and instrumental protection included which ensures a sound and reliable reference station will be provided.

150-2.2 SUBMITTALS (PRE-CONSTRUCTION). The Contractor shall provide a completed *Survey Control Plan* as described above as well as the overseeing surveyor's license and experience information demonstrating qualifications for construction stakeout. In addition, the Contractor shall provide a survey of the existing project area to the Engineer for review. Any discrepancies shall be resolved prior to beginning construction operations.

150-2.3 SUBMITTALS (CONSTRUCTION). The Contractor shall furnish survey data and calculations of quantities for each layer of material placed in the form of surface elevations at the grid locations identified in the *Survey Control Plan*. No material shall be placed until the surface, survey data, and calculations for the underlying layer have been submitted by the Contractor and approved by the Engineer. All construction submittals of grade information by the Contractor shall be signed and sealed by a Professional Land Surveyor registered in the State of New York.

150-2.4 SUBMITTALS (POST-CONSTRUCTION). After project completion, the Contractor shall provide a red-lined hard copy plan set showing as-built features denoting changes from the original design. Every dimension, elevation and coordinate shown on the drawings shall be field checked by the

surveyor with the as-built information shown in red. The surveyor shall certify that the information shown on the red-lined hard copy plan set is correct.

Electronic versions of the as-built information may be substituted for hard copies only when approved by the Engineer. Electronic versions must be compatible with the current software used by the Engineer.

150-2.5 SURVEY EQUIPMENT. The Contractor shall furnish tools, supplies, and stakes suitable for use in survey work. Stakes and hubs shall be of sufficient length to provide a solid set in the ground with sufficient surface area above ground for necessary legible markings. Survey instruments and supporting equipment shall be capable of achieving the specified tolerances. Calibrate survey equipment for accuracy prior to beginning survey work and as required.

CONSTRUCTION DETAILS

150-3.1 PREPARATION. The Contractor shall establish construction survey points, elevations, and grades as necessary to control layout and complete the work. The Contractor shall verify all control surveying and staking meets specified tolerances prior to beginning work.

The Contractor shall calculate all grades, elevations, offsets, and alignment data necessary for staking and/or setting items of work. Alternate methods of establishing grade control with wire lines, computer or laser controlled grading or other suitable methods must be approved by the Engineer.

The Contractor shall provide appropriate traffic control for all survey activities.

150-3.2 CONTRACT PROVISION DISCLAIMER. RELEASE OF AIRPORT DATA: The Contractor may obtain an electronic copy of the data points prepared by the Owner. The Owner provides data points in AutoCAD format only. The Contractor is responsible for translation into other formats. This data does not include the commercial software needed to read the points. In order to obtain an electronic copy, the Contractor shall make a written request to the Engineer and be obligated to sign an Electronic Media Release agreement. The Contractor agrees and understands that the data points are prepared by the Owner for its own purposes and not for the benefit of private individuals or businesses. The Contractor waives any and all claims that may result from the use of or reliance upon the data points. The Contractor indemnifies the Owner and holds it harmless for any damages, costs, attorneys' fees, or other liabilities that might be incurred as a result of the Contractor's use and reliance on the data.

150-3.3 STAKE MAINTENANCE AND MARKING. The Contractor shall maintain ALL staking necessary for the work until the construction has been completed and accepted by the Engineer.

- a. Legibly mark all survey stakes with station and offset referenced to their respective control line.
- b. Mark slope, reference, and ground stakes with station.
- c. Renew illegible stakes at no additional cost to the Owner.

150-3.4 CONTROL POINTS AND SURVEY TOLERANCES. The Contractor shall relocate initial horizontal and vertical control points in conflict with construction to areas that will not be disturbed by construction operations. The coordinates and elevations for the relocated points shall be given to the Engineer before the initial points are disturbed.

The Contractor shall protect benchmarks from construction activities. Benchmarks shall be positioned to allow a level rod to stand vertically and squarely on the mark.

The Contractor shall survey and establish control within the tolerances in Table 150-1 below.

TABLE 150-1 SURVEY TOLERANCES		
Description	Horizontal	Vertical
	decimals of a foot	
Control points	3 rd Order or better	3 rd Order or better
Centerline points	± 0.04	± 0.04
Cross sections and slope stakes	± 0.10	± 0.10
Slope stake references	± 0.10	± 0.10
Culverts and ditches	± 0.10	± 0.10
Minor drainage structures	± 0.08	± 0.05
Curb and gutter	± 0.04	± 0.02
Guardrail and concrete barrier	± 0.01	± 0.05
Retaining walls	± 0.01	± 0.04
Environmental control limits	± 1.00	----
Clearing and grubbing limits	± 1.00	----
Right of Way limits	± 0.07	----
Subgrade finish stakes	± 0.10	± 0.05
Surface course finish grade stakes	± 0.05	± 0.02
Signals and electrical	± 0.01	± 0.10
Striping	± 0.08	----
Airfield Lighting & Signage	± 0.50	----
Paving reference line	± 0.05	± 0.02
Bridge substructure and overall	± 0.04	± 0.04
Bridge superstructure and overall	± 0.04	± 0.04

The survey tolerances of any items not listed in Table 1 shall be coordinated with the Engineer. Tolerances given in Table 1 are subordinate to any tolerances listed in other specification sections.

If machine controls (i.e.: GPS, robotic total station, etc.) have not been approved by the Engineer, the Contractor shall set grade finishing stakes:

1. For grade elevations and horizontal alignment:
 - a. On centerline.
 - b. On each shoulder at runway, taxiway, and roadway cross section locations and between centerline and shoulder with a maximum spacing of 25 feet.
 - c. At the top of subgrade and the top of each aggregate course.
2. Maximum spacing between stakes along the alignment: 50 feet.
3. Brushes or guard stakes shall be used at each grade finishing stake.
4. Grade finishing stakes must be reset as many times as necessary to construct the subgrade and each aggregate course.

150-3.5 SURVEY FOR SURFACE AND QUANTITY VERIFICATION. Contractor shall survey each of the following surfaces in accordance with the approved Survey Plan:

- Existing Ground (prior to construction)

- Baseline: existing ground after completion of stripping and pavement demolition.
- Subgrade (bottom of excavation) (P-152)
- Top of Base Material: Crushed Aggregate (P-209)
- Top of Finish Grade:
 - Bituminous Surface Course (P-401)

Survey of each surface shall be completed on the approved Survey Grid and submitted according to submittal requirements in Supplemental General Provisions, Part C – General Aviation Clauses, Section 56 “Shop Drawings and Submittals. Contractor shall complete quantity calculations of each layer and submit data and calculations to Engineer for verification and acceptance. The Engineer shall be allowed 2 working days to verify and accept or reject the submittal, and the Engineer reserves the right to request additional survey points, if deemed necessary. No material shall be placed until the surface, survey data, and quantity calculations for the underlying layer have been approved by the Engineer.

At the completion of each surface, and at the completion of the work, all partial surfaces shall be merged and stitched together to form a single, complete topographic surface for each layer, and the total quantities of each layer shall be recalculated and submitted to the Engineer for review. The total quantities will be compared to the total of all partial/interim quantity calculations for each layer, and all progress payments based on interim condition surveys shall be subject to revision based on Engineer’s review of the compiled, final surfaces and calculations.

150-3.6 CONCRETE AND ASPHALT PAVING. The Contractor shall develop a method of horizontal and vertical control for the placement of concrete and asphalt pavements:

1. Utilize laser, wire, or string line, for example, to maintain horizontal and vertical control.
2. Maximum spacing: 40 feet.
3. Set control on both sides of paving lane.

Stake concrete joint locations.

150-3.7 DRAINAGE STRUCTURES. The Contractor shall stake drainage and cleanout structures to fit field conditions and in coordination with the Engineer. The location of the structures may differ from the plans.

1. Survey and record the ground profile along the centerline of the structure.
2. Determine the slope catch points at inlets and outlets.
3. Set reference points and record information necessary to determine structure length and end treatments.
4. Stake ditches or grade to make the structure functional.
5. Mark guard stakes with the following, when applicable:
 - a. Diameter, length, and type of culvert (for example 18” x 35’ RCP)
 - b. The vertical and horizontal distance from the hub to the invert at the end of the culvert or any intermediate point as needed or directed
 - c. Flow line grade of the pipe
 - d. Station
6. For storm sewers and waterlines provide a reference at a maximum spacing of 50 feet. Reference inverts of pipe at all manholes.

150-3.8 CULVERTS. The Contractor shall set horizontal and vertical control and reference points. Establish and reference the centerline, back of parapet, skew, and flow line elevations at inlet, outlet, and breaks.

150-3.9 CURB AND GUTTER. The Contractor shall set curb and gutter staking at 25-foot intervals on tangents and 10-foot intervals on curves. Set line and grade for curb and gutter within 0.02 feet of the proposed or established grade line.

150-3.10 RETAINING WALLS. The Contractor shall set horizontal and vertical control and reference points. Establish and reference the centerline offsets for the walls, radius points, and the beginning and ending wall locations as shown on the plans.

The Contractor shall stake retaining wall vertical and horizontal control at a maximum spacing of 25 feet on tangent sections and 10 feet on curved sections unless otherwise approved.

150-3.11 PAVEMENT MARKING. The Contractor shall layout all temporary and permanent pavement markings, including markings not painted by Contractor.

The Contractor shall place references for pavement striping a minimum of 150 feet apart on tangents and a minimum of 50 feet on curves.

150-3.12 CLEANUP. The Contractor shall remove and dispose of all flagging, lath, stakes, and other staking material after the project is complete.

150-3.13 UTILITIES. As part of cooperating with the utility companies, the Contractor shall stake control lines as needed, so their facilities can be relocated to their proper final position. Also, stake crossings or potential points of conflict between facilities to give proper horizontal and vertical control for the relocation. Schedule this survey work with the utility companies to minimize delays and disruption of survey stakes. Replace all disturbed stakes as necessary to facilitate the relocations. The Contractor is responsible for costs incurred to relocate any utility more than once due to inaccurate or incomplete staking.

METHOD OF MEASUREMENT

150-4.1 PROJECT SURVEY AND STAKEOUT. This work will be measured on a lump sum basis.

BASIS OF PAYMENT

150-5.1 PROJECT SURVEY AND STAKEOUT. Survey shall be paid by the Lump Sum and shall include all labor, equipment, and materials necessary to complete the item as described in the drawings and specifications. The percentage of the Lump Sum payment paid in each application for payment shall be proportionate to the percentage of work completed during the period included in the application for payment, except that the final 10 percent of this item will not be paid until the as-built drawings are submitted and approved by the Engineer.

Payment will be made under:

<u>Item</u>	<u>Description</u>	<u>Unit</u>
M-150-1	Project Survey and Stakeout	Lump Sum

END OF ITEM M-150

SECTION 011000

SUMMARY OF WORK

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections apply to this Section.
- B. Refer to the following specification sections in particular:
 - 1. 01 14 00 – Work Restrictions
 - 2. 01 31 00 – Project Management & Coordination

1.2 SUMMARY OF WORK

- A. The work of this project has the following components:
 - 1. Contract IFB 2022-11: Installation of new surface parking lots, including site grading, new security fencing, stormwater facilities, utilities (electric, communication, and data), site lighting, modifications or upgrades to the existing infrastructure as required to service the new access control equipment, installing other necessary site amenities within the surface parking lots, and site restoration.

1.3 PROCUREMENT & INSTALLATION OF THE WORK

- A. All work indicated on the Contract Drawings and Specification Sections shall be completed by the General Construction Contractor.
- B. Consideration shall be made for off-hour work required in order to not impact the Authority's ongoing operations and the complete the work within the required timeframes including:
 - 1. Airside removal of existing and installation of new security fencing and associated accessories.
 - 2. Electrical and Communication system shutdowns required to install and bring new systems online.
 - 3. Overtime work, including nights and weekends.
 - 4. Any other such work as directed by the Authority.

1.4 SCHEDULING AND PHASING OF THE WORK

- A. The drawings include a Phasing Plan depicting the order in which the work is proposed to proceed. The Phasing Plan is subject to change at the Authority's discretion as required to accommodate ongoing airport operations.
- B. Included in this Section is a preliminary construction schedule that aligns with the Phasing Plan. It generally depicts the sequence of equipment replacement. Where applicable, it takes into account peak travel periods during which the work may be subject to stoppage to minimize impacts to airport operations. Any work during the peak travel periods shall be coordinated with the Authority.
- C. Following award of the work, the General Construction Contractor shall develop and submit a detailed construction schedule incorporating anticipated equipment, material and installation

SUMMARY OF WORK

August 2022

011000-1

schedules. Failure to adhere to the predetermined schedule could result in the assessment of all, or some portion of Liquidated Damages should any of the established timeframes not be met.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

PRELIMINARY PROJECT CONSTRUCTION SCHEDULE

Task Name	Duration	Start	Finish
Notice to Proceed		September 20, 2022	
Submittals and Preliminary Work	14 days	September 20, 2022	October 04, 2022
A-1 – Base Bid Phase 1A (Security Fence Work)	15 days	September 27, 2022	October 11, 2022
A-1 – Base Bid Phase 1B (Parking Lot #1 Work)	75 days	September 27, 2022	December 12, 2022
A-2 – Add Alternate (Bus Shelters)	5 days	December 13, 2022	December 17, 2022
A-3 – Add Alternate (Replace Light Fixtures)	5 days	December 13, 2022	December 17, 2022
A-4 – Add Alternate (Parking Lot #2 Work)	-----	September 27, 2022	December 12, 2022
A-5 – Add Alternate (Parking Lot #3 Work)	-----	September 27, 2022	December 12, 2022
Contract Close-out	30 days	December 18, 2022	January 22, 2023

Durations are measured in calendar days

Schedule includes provisions for work shutdowns during the following periods:

Thanksgiving	11/24/22 to 11/25/22
Christmas	12/23/22 to 12/25/22
New Years	12/31/22 to 01/2/23
Presidents' Week	02/17/23 to 02/26/23
Memorial Day	05/29/23
4th of July	07/01/23 to 07/04/23

END OF SECTION

SECTION 011400

WORK RESTRICTIONS

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 USE OF PREMISES

- A. Use of Site: Limit use of premises to work in areas indicated. Do not disturb portions of site beyond areas in which the Work is indicated.
1. Limits: Confine construction operations to areas within the contract limits indicated.
 2. Owner Occupancy: Allow for Owner occupancy of site and use by the public except for areas that are closed off to protect the public.
 3. Driveways and Entrances: Keep driveways and entrances serving premises clear and available to Owner, Owner's employees, and emergency vehicles at all times. Do not use these areas for parking or storage of materials.
 - a. Schedule deliveries to minimize use of driveways and entrances.
 - b. Schedule deliveries to minimize space and time requirements for storage of materials and equipment on-site.

1.3 OCCUPANCY REQUIREMENTS

- A. Partial Owner Occupancy: Owner reserves the right to occupy and to place and install equipment in completed areas of work, before Substantial Completion, provided such occupancy does not interfere with completion of the Work. Such placement of equipment and partial occupancy shall not constitute acceptance of the total Work.
1. A Certificate of Substantial Completion will be prepared for each specific portion of the Work to be occupied before Owner occupancy.
 2. Obtain a Certificate of Occupancy from authorities having jurisdiction before Owner occupancy.
 3. Before partial Owner occupancy, mechanical and electrical systems shall be fully operational, and required tests and inspections shall be successfully completed. On occupancy, Owner will provide, operate, and maintain mechanical and electrical systems serving occupied portions of building.
 4. On occupancy, Owner will assume responsibility for maintenance and custodial service for occupied portions of building.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 013100

PROJECT MANAGEMENT AND COORDINATION

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative provisions for coordinating construction operations on the Project including, but not limited to, the following:
 - 1. Coordination.
 - 2. Submittals.
 - 3. Administrative and supervisory personnel.
 - 4. Project meetings.
 - 5. General installation provisions.
 - 6. Cleaning and protection.
- B. Where applicable, Contractor and Sub-Contractors shall participate in these coordination requirements.
- C. Especial attention is called for the coordination required between delivery and installation of the new passenger boarding bridges and ground service equipment, and the required terminal building electrical system upgrades. Contractors shall ensure the required electrical service at each gate is in place to service the new passenger boarding bridges and ground service equipment in a timely manner.
 - 1. Refer to the Phasing Plan included on the Contract Drawings for the proposed sequence of work which shall be subject to review and further modification by the Authority.

1.3 COORDINATION

- A. Coordination: Coordinate construction activities included under various Sections of these Specifications to assure efficient and orderly installation of each part of the Work. Each contractor shall cooperate with Owner, coordinate construction activities to assure efficient and orderly installation of each part of the Work, and in accordance with SMACNA requirements and in accordance with Construction Indoor Air Quality Plan during construction.
 - 1. Schedule construction operations in sequence required to obtain the best results where installation of one part of the Work depends on installation of other components, before or after its own installation.
 - 2. Coordinate installation of different components with other contractors to ensure maximum accessibility for required maintenance, service, and repair.
 - 3. Make adequate provisions to accommodate items scheduled for later installation.
 - 4. Where availability of space is limited, coordinate installation of different components to ensure maximum performance and accessibility for required maintenance, service and repair of all components including mechanical and electrical.
- B. Where necessary, prepare memoranda for distribution to each party involved outlining special procedures required for coordination. Include such items as required notices, reports, and

attendance at meetings.

1. Prepare similar memoranda for the Owner and separate Contractors where coordination of their Work is required.
- C. Administrative Procedures: Coordinate scheduling and timing of required administrative procedures with other construction activities and activities of other contractors to avoid conflicts and to ensure orderly progress of the Work. Such administrative activities include, but are not limited to, the following:
1. Interface requirements.
 2. Sequence of operations.
 3. Status of submittals.
 4. Deliveries.
 5. Off-site fabrication.
 6. Access.
 7. Site utilization.
 8. Temporary facilities and controls.
 9. Work hours.
 10. Hazards and risks.
 11. Progress cleaning.
 12. Quality and work standards.
 13. Change Orders.
 14. Documentation of information for payment requests.
- D. Reporting: No later than 3 days after each progress meeting date, distribute copies of minutes of the meeting to each party present and to parties who should have been present. Include a brief summary, in narrative form, of progress since the previous meeting and report.
- a. Schedule Updating: Revise Contractor's Construction Schedule after each progress meeting where revisions to the schedule have been made or recognized. Issue the revised schedule concurrently with the report of each meeting.
- E. Coordination Meetings: Conduct Project coordination meetings at regularly scheduled intervals. Project coordination meetings are in addition to specific meetings held for other purposes, such as progress meetings and pre-installation conferences.
1. Attendees: In addition to representatives of the Owner, Resident Engineer and Engineer, each contractor, subcontractor, supplier, and other entity concerned with current progress or involved in planning, coordination, or performance of future activities shall be represented at these meetings. All participants at the conference shall be familiar with Project and authorized to conclude matters relating to the Work
 2. Agenda: Review and correct or approve minutes of the previous coordination meeting. Review other items of significance that could affect progress. Include topics for discussion as appropriate to status of Project.
 - a. Combined Contractor's Construction Schedule: Review progress since the last coordination meeting. Determine whether each contract is on time, ahead of schedule, or behind schedule, in relation to Combined Contractor's Construction Schedule. Determine how construction behind schedule will be expedited; secure commitments from parties involved to do so. Discuss whether schedule revisions are required to ensure that current and subsequent activities will be completed within the Contract Time.

- b. Schedule Updating: Revise Combined Contractor's Construction Schedule after each coordination meeting where revisions to the schedule have been made or recognized. Issue revised schedule concurrently with report of each meeting.
 - c. Review present and future needs of each contractor present, including the following:
 - 1. Interface requirements.
 - 2. Sequence of operations.
 - 3. Status of submittals.
 - 4. Access.
 - 5. Site utilization.
 - 6. Temporary facilities and controls.
 - 7. Work hours.
 - 8. Hazards and risks.
3. Reporting: Record meeting results and distribute copies to everyone in attendance and to others affected by decisions or actions resulting from each meeting.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION (Not Used)

END OF SECTION

SECTION 01 33 00

SUBMITTAL PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for submitting Shop Drawings, Product Data, Samples, and other miscellaneous submittals.
- B. The terms of the General Conditions shall supersede this section where there may be a conflict.

1.3 DEFINITIONS

- A. Action Submittals: Written and graphic information that requires Engineer's and Resident Engineer's responsive action.
- B. Informational Submittals: Written information that does not require Engineer's and Resident Engineer's approval. Submittals may be rejected for not complying with requirements.

1.4 SUBMITTAL PROCEDURES

- A. General: Electronic copies of CAD Drawings of the Contract Drawings will not be provided by Engineer for Contractor's use in preparing submittals.
- B. Coordination: Coordinate preparation and processing of submittals with performance of construction activities.
 - 1. Coordinate each submittal with fabrication, purchasing, testing, delivery, other submittals, and related activities that require sequential activity.
 - 2. Coordinate transmittal of diverse types of submittals for related parts of the Work so processing will not be delayed because of need to review submittals concurrently for coordination.
 - a. Engineer and Resident Engineer reserve the right to withhold action on a submittal requiring coordination with other submittals until related submittals are received.
- C. Processing Time: Allow enough time for submittal review, including time for resubmittals, as follows. Time for review shall commence on Engineer's receipt of submittal. No extension of the Contract Time will be authorized because of failure to transmit submittals enough in advance of the Work to permit processing, including resubmittals.
 - 1. If intermediate submittal is necessary, process it in same manner as initial submittal.
- D. Identification: Place a permanent label or title block on each submittal for identification.

1. Indicate name of firm or entity that prepared each submittal on label or title block.
2. Provide a space approximately 4 by 5 inches on label or beside title block to record Contractor's review and approval markings and action taken by Engineer and Resident Engineer.
3. Include the following information on label for processing and recording action taken:
 - a. Project name.
 - b. Date.
 - c. Name and address of Engineer and Resident Engineer.
 - d. Name and address of Contractor.
 - e. Name and address of subcontractor.
 - f. Name and address of supplier.
 - g. Name of manufacturer.
 - h. Unique identifier, including revision number.
 - i. Number and title of appropriate Specification Section.
 - j. Drawing number and detail references, as appropriate.
 - k. Location(s) where product is to be installed, as appropriate.
 - l. Other necessary identification.
- E. Deviations: Highlight, encircle, or otherwise identify deviations from the Contract Documents on submittals.
- F. Transmittal: Package each submittal individually and appropriately for transmittal and handling. Transmit each submittal using a transmittal form. Engineer and Resident Engineer will disregard submittals received from sources other than Contractor.
 1. Transmittal Form: Use form provided by the Resident Engineer.
 2. On an attached separate sheet, prepared on Contractor's letterhead, record relevant information, requests for data, revisions other than those requested by Engineer and Resident Engineer on previous submittals, and deviations from requirements of the Contract Documents, including minor variations and limitations. Include the same label information as the related submittal.
- G. Distribution: Furnish copies of final submittals to manufacturers, subcontractors, suppliers, fabricators, installers, authorities having jurisdiction, and others as necessary for performance of construction activities. Show distribution on transmittal forms.
- H. Use for Construction: Use only final submittals with mark indicating action taken by Engineer and Resident Engineer in connection with construction.

PART 2 - PRODUCTS

2.1 ACTION SUBMITTALS

- A. General: Prepare and submit Action Submittals required by individual Specification Sections.
- B. Product Data: Collect information into a single submittal for each element of construction and type of product or equipment.
 1. If information must be specially prepared for submittal because standard printed data are

- not suitable for use, submit as Shop Drawings, not as Product Data.
2. Mark each copy of each submittal to show which products and options are applicable.
 3. Include the following information, as applicable:
 - a. Manufacturer's written recommendations.
 - b. Manufacturer's product specifications.
 - c. Manufacturer's installation instructions.
 - d. Standard color charts.
 - e. Manufacturer's catalog cuts.
 - f. Recycled Content information
 - g. Certified Wood source information
 - h. Wiring diagrams showing factory-installed wiring.
 - i. Printed performance curves.
 - j. Operational range diagrams.
 - k. Mill reports.
 - l. Standard product operating and maintenance manuals.
 - m. Compliance with specified reference standards
 - n. Application of testing agency labels and seals.
 - o. Notation of coordination requirements.
 4. Number of Copies: Submit one copy of Product Data in Adobe PDF format, unless otherwise indicated.
Engineer, through Resident Engineer, will a reviewed copy in Adobe PDF format.
- C. Shop Drawings: Prepare Project-specific information, drawn accurately to scale. Do not base Shop Drawings on reproductions of the Contract Documents or standard printed data.
1. Preparation: Include the following information, as applicable:
 - a. Dimensions.
 - b. Identification of products.
 - c. Fabrication and installation drawings.
 - d. Roughing-in and setting diagrams.
 - e. Wiring diagrams showing field-installed wiring, including power, signal, and control wiring.
 - f. Templates and patterns.
 - g. Design calculations.
 - h. Compliance with specified standards.
 - i. Notation of coordination requirements.
 - j. Notation of dimensions established by field measurement.
 - k. Relationship to adjoining construction clearly indicated.
 - l. Seal and signature of professional engineer, if specified.
 - m. Wiring diagrams: Differentiate between manufacturer-installed and field-installed wiring.
 2. Sheet Size: Except for templates, patterns, and similar full-size drawings, submit Shop Drawings on sheets at least 8-1/2 by 11 inches but no larger than 30 by 40 inches.
 3. Number of Copies: Submit one copy of each submittal in Adobe PDF format. Engineer, through Resident Engineer, will return one copy of each submittal in Adobe PDF format.
- D. Samples: Submit Samples for review of kind, color, pattern, and texture for a final check of these characteristics with other elements and for a comparison of these characteristics between final

submittal and actual component as delivered and installed.

1. Transmit Samples that contain multiple, related components such as accessories together in one submittal package.
2. Identification: Attach label on unexposed side of Samples that includes the following:
 - a. Generic description of sample.
 - b. Product name and name of manufacturer.
 - c. Sample source.
 - d. Number and title of appropriate Specification Section.
3. Disposition: Maintain sets of approved Samples at Project site, available for quality-control comparisons throughout the course of construction activity. Sample sets may be used to determine final acceptance of construction associated with each set.
4. Samples for Initial Selection: Submit manufacturer's color charts consisting of units or sections of units showing the full range of colors, textures, and patterns available.
 - a. Number of Samples: Submit one full set or available choices where color, pattern, texture, or similar characteristics are required to be selected from manufacturer's product line. Engineer, through Resident Engineer, will return submittal with options selected.
5. Samples for Verification: Submit full-size units or Samples of size indicated, prepared from the same material to be used for the Work, cured and finished in manner specified, and physically identical with the product proposed for use, and that show full range of color and texture variations expected. Samples include, but are not limited to, the following: partial sections of manufactured or fabricated components; small cuts or containers of materials; complete units of repetitively used materials; swatches showing color, texture, and pattern; color range sets; and components used for independent testing and inspection.
 - a. Number of Samples: Submit two sets of Samples. Engineer and Resident Engineer will retain Sample sets.
 - 1) Submit a single Sample where assembly details, workmanship, fabrication techniques, connections, operation, and other similar characteristics are to be demonstrated.
 - 2) If variation in color, pattern, texture, or other characteristic is inherent in material or product represented by a Sample, submit at least three sets of paired units that show appropriate limits on variations.
6. LEED Submittals: Comply with requirements specified in Division 1 "LEED Requirements"
 - a. Number of copies: Submit three copies of LEED submittals, unless otherwise indicated.
7. Material Safety Data Sheets (MSDS's) for LEED Certification: Submit information necessary to show compliance with LEED certification requirements, which will be the limit of the Engineer's review.
 - a. Engineer will not review non-LEED submittals that include MSDS's and will return the entire submittal for resubmittal.

2.2 INFORMATIONAL SUBMITTALS

- A. General: Prepare and submit Informational Submittals required by other Specification Sections.

1. Number of Copies: Submit one copy of each submittal in Adobe PDF format, unless otherwise indicated.
 2. Certificates and Certifications: Provide a notarized statement that includes signature of entity responsible for preparing certification. Certificates and certifications shall be signed by an officer or other individual authorized to sign documents on behalf of that entity.
- B. Qualification Data: Prepare written information that demonstrates capabilities and experience of firm or person. Include lists of completed projects with project names and addresses, names and addresses of architects and owners, and other information specified.
- C. Product Certificates: Prepare written statements on manufacturer's letterhead certifying that product complies with requirements.
- D. Welding Certificates: Prepare written certification that welding procedures and personnel comply with requirements. Submit record of Welding Procedure Specification (WPS) and Procedure Qualification Record (PQR) on AWS forms. Include names of firms and personnel certified.
- E. Installer Certificates: Prepare written statements on manufacturer's letterhead certifying that Installer complies with requirements and, where required, is authorized for this specific Project.
- F. Manufacturer Certificates: Prepare written statements on manufacturer's letterhead certifying that manufacturer complies with requirements. Include evidence of manufacturing experience where required.
- G. Material Certificates: Prepare written statements on manufacturer's letterhead certifying that material complies with requirements.
- H. Material Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting test results of material for compliance with requirements.
- I. Field Test Reports: Prepare reports written by a qualified testing agency, on testing agency's standard form, indicating and interpreting results of field tests performed either during installation of product or after product is installed in its final location, for compliance with requirements.
- J. Product Test Reports: Prepare written reports indicating current product produced by manufacturer complies with requirements. Base reports on evaluation of tests performed by manufacturer and witnessed by a qualified testing agency, or on comprehensive tests performed by a qualified testing agency.
- K. Design Data: Prepare written and graphic information, including, but not limited to, performance and design criteria, list of applicable codes and regulations, and calculations. Include list of assumptions and other performance and design criteria and a summary of loads. Include load diagrams if applicable. Provide name and version of software, if any, used for calculations. Include page numbers.
- L. Material Safety Data Sheets: Submit information directly to Owner. If submitted to Engineer, Engineer will not review this information but will return it with no action taken.
1. Engineer will not review submittals that include MSDS's and will return the entire submittal for resubmittal.

PART 3 - EXECUTION**3.1 CONTRACTOR'S REVIEW**

- A. Review each submittal and check for coordination with other Work of the Contract and for compliance with the Contract Documents. Note corrections and field dimensions. Mark with approval stamp before submitting to Engineer and Resident Engineer.
- B. Approval Stamp: Stamp each submittal with a uniform, approval stamp. Include Project name and location, submittal number, Specification Section title and number, name of reviewer, date of Contractor's approval, and statement certifying that submittal has been reviewed, checked, and approved for compliance with the Contract Documents.

3.2 ENGINEER'S AND RESIDENT ENGINEER'S ACTION

- A. General: Engineer and Resident Engineer will not review submittals that do not bear Contractor's approval stamp and will return them without action.
- B. Action Submittals: Engineer and Resident Engineer will review each submittal, make marks to indicate corrections or modifications required, and return it. Engineer and Resident Engineer will stamp each submittal with an action stamp and will mark stamp appropriately to indicate action taken.
- C. Informational Submittals: Engineer and Resident Engineer will review each submittal and will not return it, or will reject and return it if it does not comply with requirements. Engineer and Resident Engineer will forward each submittal to appropriate party.
- D. Submittals not required by the Contract Documents will not be reviewed and may be discarded.

END OF SECTION

SECTION 013529

HEALTH AND SAFETY PLAN

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Examine all Drawings and all Sections of the Specifications for requirements and provisions affecting the Work of this Section.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials, and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. The preparation and implementation of a Contractor's Health and Safety Plan (HASP) when there is a potential for employees, the general public or the environment to be exposed to contaminated soil or groundwater. The HASP shall address all activities performed within the Contract including but not limited to soil excavation, dewatering and stockpile management.
 - 2. The Contractor shall develop a detailed HASP using this Section and the site inspection as a basis for delineating additional details and requirements as the Contractor determines necessary. The HASP must detail the protocols necessary for protecting workers, on-site personnel, visitors, and potential off-site receptors from potential hazards related to hazardous materials encountered during stockpiling, removing and handling of potentially contaminated soils and groundwater.

1.3 SAFETY AND HEALTH REQUIREMENTS

- A. Construction health and site safety is the sole responsibility of the Contractor.
- B. Comply with Safety and Health Requirements Manual (EM 385-1-1) latest edition, published by the U.S. Army Corps of Engineers (USCOE). Copies of EM 385-1-1 may be obtained from the Government Printing Office: Superintendent of Documents, Government Printing Office, Washington, D.C. 20402-9325, phone: 202-783-3238.
- C. Occupational Safety and Health Administration Standards and Regulations contained in Title 29, Code of Federal Regulations, Parts 1910 and 1926 (29 CFR 1910 and 1926), including amendments as stated in Federal Register March 6, 1989: 9294-9336 (Final Rule, 29 CFR 1910.120 "Hazardous Waste Operations and Emergency Response").
- D. National Institute of Occupational Safety and Health (NIOSH)/OSHA/United States Coast Guard (USCG)/EPA Occupational Safety and Health Guidance Manual for Hazardous Site Activities, October 1985, Department of Health and Human Services (DHHS) NIOSH Publication Number 85-115.

- E. Conduct work to prevent any laborer, mechanic, or other employee from exposure to conditions that are unsanitary, hazardous, or dangerous to health and safety, as determined under construction safety and health standards promulgated by the Secretary of Labor under Section 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327 et seq.) as amended. Construction safety and health standards promulgated by the Secretary of Labor may be obtained from the regional or area office of the Occupational Safety and Health Administration of the U.S. Department of Labor.
- F. Immediately correct violations of the safety and health requirements contained in these specifications or standards referenced above. Notification of violations noted by the Engineer or Authority may be verbal or written. Failure of the Authority or Engineer to provide notification of health or safety violations does not relieve the Contractor from responsibility for conformance with the regulations and the safety of personnel and property.
- G. If the contractor fails to promptly correct violations of the safety and health standards and requirements noted by the Authority, the Authority will issue an order to stop all or part of the work. When satisfactory corrective action is taken, an order to resume work will be issued. The Contractor shall not be entitled to any extension of time or to any claim for damage or additional compensation by reason of either the notification of a violation or the stop work order.

1.4 SUBMITTALS

- A. Submit Contractor's Health and Safety Plan. The Safety and Health Plan submittal is for information and records purposes and shall be submitted a minimum of two weeks prior to start of work. The Engineer and Authority will not review the Health and Safety Plan. Work will not be allowed to proceed prior to receipt of the Health and Safety Plan.

PART 2 - PRODUCTS (NOT USED)

PART 3 - EXECUTION (NOT USED)

END OF SECTION

SECTION 015240

CONSTRUCTION WASTE MANAGEMENT

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for the following:
 - 1. Salvaging nonhazardous demolition and construction waste.
 - 2. Recycling nonhazardous demolition and construction waste.
 - 3. Disposing of nonhazardous demolition and construction waste.
- B. Related Sections include the following:
 - 1. Division 1 Section "Summary of Multiple Contracts" for coordination of responsibilities for waste management.

1.3 DEFINITIONS

- A. Construction Waste: Building and site improvement materials and other solid waste resulting from construction, remodeling, renovation, or repair operations. Construction waste includes packaging.
- B. Demolition Waste: Building and site improvement materials resulting from demolition or selective demolition operations.
- C. Disposal: Removal off-site of demolition and construction waste and subsequent sale, recycling, reuse, or deposit in landfill or incinerator acceptable to authorities having jurisdiction.
- D. Recycle: Recovery of demolition or construction waste for subsequent processing in preparation for reuse.
- E. Salvage: Recovery of demolition or construction waste and subsequent sale or reuse in another facility.
- F. Salvage and Reuse: Recovery of demolition or construction waste and subsequent incorporation into the Work.

1.4 PERFORMANCE GOALS / REQUIREMENTS

- A. General: Develop waste management plan that results in end-of-Project rates for salvage/recycling of 75 percent by weight of total waste generated by the Work.

- B. Salvage/Recycle Goals / Requirements: Owner's goal is to salvage and recycle as much nonhazardous demolition and construction waste as possible including the following materials:
1. Construction Waste:
 - a. Metals.
 - b. Insulation.
 - c. Piping.
 - d. Electrical conduit.
 - e. Packaging: Regardless of salvage/recycle goal indicated above, salvage or recycle 100 percent of the following uncontaminated packaging materials:
 - 1) Paper.
 - 2) Cardboard.
 - 3) Boxes.
 - 4) Plastic sheet and film.
 - 5) Polystyrene packaging.
 - 6) Wood crates.
 - 7) Plastic pails.

1.5 SUBMITTALS

- A. Waste Management Plan: Submit one copy of plan in Adobe PDF format within 14 days of date established for Notice of Award.
- B. Waste Reduction Progress Reports: Concurrent with each Application for Payment, submit one copy of report in Adobe PDF format. Include separate reports for demolition and construction waste. Include the following information:
1. Material category.
 2. Generation point of waste.
 3. Total quantity of waste in tons
 4. Quantity of waste salvaged, both estimated and actual in tons
 5. Quantity of waste recycled, both estimated and actual in tons
 6. Total quantity of waste recovered (salvaged plus recycled) in tons
 7. Total quantity of waste recovered (salvaged plus recycled) as a percentage of total waste.
- C. Waste Reduction Calculations: Before request for Substantial Completion, submit five copies of calculated end-of-Project rates for salvage, recycling, and disposal as a percentage of total waste generated by the Work.
- D. Records of Donations: Indicate receipt and acceptance of salvageable waste donated to individuals and organizations. Indicate whether organization is tax exempt.
- E. Records of Sales: Indicate receipt and acceptance of salvageable waste sold to individuals and organizations. Indicate whether organization is tax exempt.
- F. Recycling and Processing Facility Records: Indicate receipt and acceptance of recyclable waste by recycling and processing facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.
- G. Landfill and Incinerator Disposal Records: Indicate receipt and acceptance of waste by landfills and incinerator facilities licensed to accept them. Include manifests, weight tickets, receipts, and invoices.

1.6 QUALITY ASSURANCE

- A. Waste Management Coordinator Qualifications: LEED Accredited Professional by U.S. Green Building Council.
- B. Regulatory Requirements: Comply with hauling and disposal regulations of authorities having jurisdiction.
- C. Waste Management Conference: Conduct conference at Project site to comply with requirements in Division 1 Section "Project Management and Coordination." Review methods and procedures related to waste management including, but not limited to, the following:
 - 1. Review and discuss waste management plan including responsibilities of Waste Management Coordinator.
 - 2. Review requirements for documenting quantities of each type of waste and its disposition.
 - 3. Review and finalize procedures for materials separation and verify availability of containers and bins needed to avoid delays.
 - 4. Review procedures for periodic waste collection and transportation to recycling and disposal facilities.
 - 5. Review waste management requirements for each trade.

1.7 WASTE MANAGEMENT PLAN

- A. General: Develop plan consisting of waste identification, waste reduction work plan, and cost/revenue analysis. Include separate sections in plan for demolition and construction waste. Indicate quantities by weight or volume but use same units of measure throughout waste management plan.
- B. Waste Identification: Indicate anticipated types and quantities of demolition, site-clearing and construction waste generated by the Work. Include estimated quantities and assumptions for estimates.
- C. Waste Reduction Work Plan: List each type of waste and whether it will be salvaged, recycled, or disposed of in landfill or incinerator. Include points of waste generation, total quantity of each type of waste, quantity for each means of recovery, and handling and transportation procedures.
 - 1. Salvaged Materials for Reuse: For materials that will be salvaged and reused in this Project, describe methods for preparing salvaged materials before incorporation into the Work.
 - 2. Salvaged Materials for Sale: For materials that will be sold to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 3. Salvaged Materials for Donation: For materials that will be donated to individuals and organizations, include list of their names, addresses, and telephone numbers.
 - 4. Recycled Materials: Include list of local receivers and processors and type of recycled materials each will accept. Include names, addresses, and telephone numbers.
 - 5. Disposed Materials: Indicate how and where materials will be disposed of. Include name, address, and telephone number of each landfill and incinerator facility.

6. Handling and Transportation Procedures: Include method that will be used for separating recyclable waste including sizes of containers, container labeling, and designated location on Project site where materials separation will be located.
- D. Cost/Revenue Analysis: Indicate total cost of waste disposal as if there was no waste management plan and net additional cost or net savings resulting from implementing waste management plan. Include the following:
1. Total quantity of waste.
 2. Estimated cost of disposal (cost per unit). Include hauling and tipping fees and cost of collection containers for each type of waste.
 3. Total cost of disposal (with no waste management).
 4. Revenue from salvaged materials.
 5. Revenue from recycled materials.
 6. Savings in hauling and tipping fees by donating materials.
 7. Savings in hauling and tipping fees that are avoided.
 8. Handling and transportation costs. Include cost of collection containers for each type of waste.
 9. Net additional cost or net savings from waste management plan.
- E. Forms: Prepare waste management plan on forms included at end of Part 3.

PART 2 - PRODUCTS (Not Used)

PART 3 - EXECUTION

3.1 PLAN IMPLEMENTATION

- A. General: Implement waste management plan as approved by Resident Engineer. Provide handling, containers, storage, signage, transportation, and other items as required to implement waste management plan during the entire duration of the Contract.
- B. Waste Management Coordinator: Engage a waste management coordinator to be responsible for implementing, monitoring, and reporting status of waste management work plan. Coordinator shall be present at Project site full time for duration of Project.
- C. Training: Train workers, subcontractors, and suppliers on proper waste management procedures, as appropriate for the Work occurring at Project site.
1. Distribute waste management plan to everyone concerned within **three** days of submittal return.
 2. Distribute waste management plan to entities when they first begin work on-site. Review plan procedures and locations established for salvage, recycling, and disposal.
- D. Site Access and Temporary Controls: Conduct waste management operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
1. Designate and label specific areas on Project site necessary for separating materials that are to be salvaged, recycled, reused, donated, and sold.

3.2 SALVAGING DEMOLITION WASTE

- A. Salvaged Items for Reuse in the Work:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until installation.
 - 4. Protect items from damage during transport and storage.
 - 5. Install salvaged items to comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make items functional for use indicated.
- B. Salvaged Items **not permitted** on Project site.
- C. Salvaged Items for Owner's Use:
 - 1. Clean salvaged items.
 - 2. Pack or crate items after cleaning. Identify contents of containers.
 - 3. Store items in a secure area until delivery to Owner.
 - 4. Transport items to Owner's storage area **designated by Owner**.
 - 5. Protect items from damage during transport and storage.
- D. Doors and Hardware: Brace open end of door frames. Except for removing door closers, leave door hardware attached to doors.

3.3 RECYCLING DEMOLITION AND CONSTRUCTION WASTE, GENERAL

- A. General: Recycle paper and beverage containers used by on-site workers.
- B. Recycling Receivers and Processors: List below is provided for information only; available recycling receivers and processors include, but are not limited to, the following:
 - 1. Waste Management
- C. Recycling Incentives: Revenues, savings, rebates, tax credits, and other incentives received for recycling waste materials shall **accrue to Contractor**.
- D. Procedures in paragraph and subparagraphs below describe the "source separated" method for handling recyclable waste. If space at Project site is limited, consider revising below to allow "co-mingled" method, which takes less space because it permits all recyclable waste to be placed in a single container that is separated later at the recycling facility.
- E. Procedures: Separate recyclable waste from other waste materials, trash, and debris. Separate recyclable waste by type at Project site to the maximum extent practical.
 - 1. Provide appropriately marked containers or bins for controlling recyclable waste until they are removed from Project site. Include list of acceptable and unacceptable materials at each container and bin.
 - a. Inspect containers and bins for contamination and remove contaminated materials if found.
 - 2. Stockpile processed materials on-site without intermixing with other materials. Place, grade, and shape stockpiles to drain surface water. Cover to prevent windblown dust.

3. Stockpile materials away from construction area. Do not store within drip line of remaining trees.
4. Store components off the ground and protect from the weather.
5. Remove recyclable waste off Owner's property and transport to recycling receiver or processor.

3.4 RECYCLING CONSTRUCTION WASTE

A. Packaging:

1. Cardboard and Boxes: Break down packaging into flat sheets. Bundle and store in a dry location.
2. Polystyrene Packaging: Separate and bag materials.
3. Pallets: As much as possible, require deliveries using pallets to remove pallets from Project site. For pallets that remain on-site, break down pallets into component wood pieces and comply with requirements for recycling wood.
4. Crates: Break down crates into component wood pieces and comply with requirements for recycling wood.

B. Wood Materials:

1. Clean Cut-Offs of Lumber: Grind or chip into small pieces.
2. Clean Sawdust: Bag sawdust that does not contain painted or treated wood.

3.5 DISPOSAL OF WASTE

A. General: Except for items or materials to be salvaged, recycled, or otherwise reused, remove waste materials from Project site and legally dispose of them in a landfill or incinerator acceptable to authorities having jurisdiction.

1. Except as otherwise specified, do not allow waste materials that are to be disposed of accumulate on-site.
2. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

B. Burning: Do not burn waste materials.

C. Disposal: Transport waste materials off Owner's property and legally dispose of them.

END OF SECTION

SECTION 017329

CUTTING AND PATCHING

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Examine all Drawings and all Sections of the Specifications for requirements and provisions affecting the Work of this Section.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials, and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Administrative and procedural requirements for cutting, fitting, and patching work, including attendant excavation and backfill, required to complete the Work or to:
 - a. Make its several parts fit together properly.
 - b. Uncover portions of the Work to provide for installations of ill-timed work.
 - c. Remove and replace defective work.
 - d. Remove and replace work not conforming to requirements of Contract Documents.
 - e. Remove samples of installed work as specified for testing.
 - f. Provide routine penetrations of non-structural surfaces for installation of electrical conduit.

1.3 SUBMITTALS

- A. Cutting and Patching Plan: Submit plan describing procedures at least 10 days prior to the time cutting and patching will be performed. Include the following information:
 - 1. Extent: Describe reason for and extent of each occurrence of cutting and patching.
 - 2. Changes to In-Place Construction: Describe anticipated results. Include changes to structural elements and operating components as well as changes in building appearance and other significant visual elements.
 - 3. Products: List products to be used for patching and firms or entities that will perform patching work.
 - 4. Dates: Indicate when cutting and patching will be performed.
 - 5. Utilities and Mechanical and Electrical Systems: List services and systems that cutting and patching procedures will disturb or affect. List services and systems that will be relocated and those that will be temporarily out of service. Indicate length of time permanent services and systems will be disrupted.

- B. Submit a written request to Engineer well in advance of executing any cutting or alteration which affects:
1. Work of Authority or separate contractor.
 2. Structural value or integrity of any element of the Project.
 3. Integrity or effectiveness of weather-exposed or moisture-resistant elements or systems.
 4. Efficiency, operational life, maintenance, or safety of operational elements.
 5. Visual qualities of sight-exposed elements.
- C. Request shall include:
1. Identification of the Project.
 2. Description of affected work.
 3. The necessity for cutting, alteration, or excavation.
 4. Effect on work of Authority or any separate contractor, or on structural or weatherproof integrity of Project.
 5. Description of proposed work:
 - a. Description of why cutting-and-patching cannot (reasonably) be avoided.
 - b. Scope of cutting, patching, alteration, or excavation.
 - c. How it will be performed.
 - d. How structural elements (if any) will be reinforced.
 - e. Trades who will execute the work.
 - f. Products proposed to be used.
 - g. Extent of refinishing to be done.
 - h. Approximate dates of the work, and anticipated results in terms of variations from the work as originally completed (structural, operational, visual, and other qualities of significance).
 6. Alternatives to cutting and patching.
 7. Cost proposal, when applicable.
 8. Written permission of any separate contractor whose work will be affected.
- D. Should conditions of Work or the schedule indicate a change of products from original installation, Construction Manager shall submit request for substitution.
- E. Submit written notice to Engineer designating date and time the work will be uncovered.
- 1.4 QUALITY ASSURANCE
- A. Permission to patch any items of work does not imply a waiver of the Engineer's right to require complete removal and replacement in said areas and of said items if, in Engineer's opinion, patching does not satisfactorily restore quality and appearance of work.
- B. Comply with requirements for and limitations on cutting and patching of construction elements.
1. Structural Elements: When cutting and patching structural elements, notify Engineer of locations and details of cutting and await directions from Engineer before proceeding. Shore, brace, and support structural elements during cutting and patching. Do not cut and patch

structural elements in a manner that could change their load-carrying capacity or increase deflection

- a. Coring: When coring structural slabs, locate existing steel reinforcing bars prior to coring, using methods such as x-ray. Locate cores in a manner so as not to cut through reinforcing steel.
2. Visual Elements: Do not cut and patch construction in a manner that results in visual evidence of cutting and patching. Do not cut and patch exposed construction in a manner that would, in Engineer's opinion, reduce the building's aesthetic qualities. Remove and replace construction that has been cut and patched in a visually unsatisfactory manner.
- C. Cutting and Patching Conference: Before proceeding, meet at Project site with parties involved in cutting and patching, including mechanical and electrical trades. Review areas of potential interference and conflict. Coordinate procedures and resolve potential conflicts before proceeding.
- D. Operational and Safety Limitations: Do not cut-and-patch operational elements and safety-related components in a manner resulting in a reduction of capacities to perform in the manner intended or resulting in decreased operational life, increased maintenance, or decreased safety.
- E. Visual Requirements: Do not cut-and-patch work that is exposed on exterior or in occupied spaces of building, in a manner resulting in reduction of visual qualities or resulting in substantial evidence of cut-and-patch work, both as judged solely by the Engineer. Remove and replace work judged by the Engineer to be visually unsatisfactory.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Except as otherwise indicated or authorized by the Engineer, provide materials for cutting-and-patching which will result in equal-or-better work than the work being cut-and-patched, in terms of performance characteristics and including visual effect where applicable. Comply with the requirements, and use materials identical with the original materials where feasible and where recognized that satisfactory results can be produced thereby.
- B. Comply with specifications and standards for each specific product involved.

PART 3 - EXECUTION

3.1 INSPECTION

- A. Inspect existing conditions of Project, including elements subject to damage or to movement during cutting and patching.
- B. After uncovering work, inspect conditions affecting installation of Products, or performance of work.

- C. Report unsatisfactory or questionable conditions to Engineer in writing; do not proceed with work until Engineer has provided further instructions.

3.2 PREPARATION

- A. Provide adequate temporary support as necessary to assure structural value or integrity of affected portion of Work.
- B. Provide devices and methods to protect other portions of Project from damage.
- C. Provide protection from 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 demolition by methods which will prevent damage to other work, and will provide proper surfaces to receive installation of repairs.
 - 1. In general, where mechanical cutting is required, cut work with sawing and grinding tools, not with hammering and chopping tools. Core drill openings through concrete work with a diamond-core drill.
- B. Locate existing steel reinforcing bars prior to core drilling to ensure that cores do not pass through reinforcing bars.
- C. Execute fitting and adjustment of products to provide a finished installation to comply with specified products, functions, tolerances, and finishes.
- D. Restore work which has been cut or removed; install new products to provide completed Work in accordance with requirements of Contract Documents.
- E. Fit work airtight to pipes, sleeves, ducts, conduit, and other penetrations through surfaces.
- F. Patch with seams which are durable and as invisible as possible. Comply with specified tolerances for the work.
- G. Restore exposed finishes of patched areas; and, where necessary extend finish restoration onto retained work adjoining, in a manner which will eliminate evidence of patching.
 - 1. Where patch occurs in a smooth painted surface, extend final paint coat over the entire unbroken surface containing the patch.
- H. 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 entire unit.

END OF SECTION

SECTION 017700

CLOSEOUT PROCEDURES

PART 1 - GENERAL

1.1 RELATED DOCUMENTS

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

1.2 SUMMARY

- A. This Section includes administrative and procedural requirements for contract closeout, including, but not limited to, the following:
1. Inspection procedures.
 2. Project Record Documents.
 3. Operation and maintenance manuals.
 4. Warranties.
 5. Instruction of Owner's personnel.
 6. Final cleaning.

1.3 SUBSTANTIAL COMPLETION

- A. Preliminary Procedures: Before requesting inspection for determining date of Substantial Completion, complete the following. List items below that are incomplete in request.
1. In the Application for Payment that coincides with, or first follows, the date of Substantial Completion is claimed, show 100 percent completion for the portion of the Work claimed as substantially complete.
 - a. Include supporting documentation for completion as indicated in these Contract Documents and a statement showing an accounting of changes to the Contract Sum.
 - b. If 100 percent completion cannot be shown, include a list of items to be completed and corrected (punch list), the value of items on the list, and reasons why the Work is not complete.
 2. Advise Owner of pending insurance changeover requirements.
 3. Submit specific warranties, workmanship bonds, maintenance service agreements, final certifications, and similar documents.
 4. Obtain and submit releases permitting Owner unrestricted use of the Work and access to services and utilities. Include occupancy permits, operating certificates, and similar releases.
 5. Prepare and submit Project Record Documents, operation and maintenance manuals, Final Completion construction photographs, damage or settlement surveys, property surveys, and similar final record information.
 6. Deliver tools, spare parts, extra materials, and similar items to location designated by Owner. Label with manufacturer's name and model number where applicable.

7. Make final changeover of permanent locks and deliver keys to Owner. Advise Owner's personnel of changeover in security provisions.
 8. Complete startup testing of systems.
 9. Submit test/adjust/balance records.
 10. Terminate and remove temporary facilities from Project site, along with mockups, construction tools, and similar elements.
 11. Advise Owner of changeover in heat and other utilities.
 12. Submit changeover information related to Owner's occupancy, use, operation, and maintenance.
 13. Complete final cleaning requirements, including touchup painting.
 14. Touch up and otherwise repair and restore marred exposed finishes to eliminate visual defects.
- B. Inspection: Submit a written request for inspection for Substantial Completion. On receipt of request, Engineer and Resident Engineer will either proceed with inspection or notify Contractor of unfulfilled requirements. Engineer will prepare the Certificate of Substantial Completion after inspection or will notify Contractor of items, either on Contractor's list or additional items identified by Engineer, that must be completed or corrected before certificate will be issued.
1. Reinspection: Request reinspection when the Work identified in previous inspections as incomplete is completed or corrected.
 2. Results of completed inspection will form the basis of requirements for Final Completion.

1.4 FINAL COMPLETION

- A. Preliminary Procedures: Before requesting final inspection for determining date of Final Completion, complete the following:
1. Submit the final payment request with releases and supporting documentation not previously submitted and accepted. Include insurance certificates for products and complete operations where required.
 2. Submit an updated final statement, accounting for final additional changes to the Contract Sum.
 3. Submit consent of surety to final payment.
 4. Submit a final liquidated damages settlement statement.
 5. Submit certified copy of Engineer's Substantial Completion inspection list of items to be completed or corrected (punch list), endorsed and dated by Engineer. The certified copy of the list shall state that each item has been completed or otherwise resolved for acceptance.
 6. Submit evidence of final, continuing insurance coverage complying with insurance requirements.
 7. Instruct Owner's personnel in operation, adjustment, and maintenance of products, equipment, and systems.
- B. Reinspection Procedure: The Engineer will reinspect the Work upon receipt of notice that the Work, including inspection list items from earlier inspections, has been completed, except for items whose completion is delayed under circumstances acceptable to the Engineer.

1. Upon completion of reinspection, the Engineer will prepare a certificate of final acceptance. If the Work is incomplete, the Engineer will advise the Contractor of Work that is incomplete or of obligations that have not been fulfilled but are required for final acceptance.
2. If necessary, reinspection will be repeated.

1.5 LIST OF INCOMPLETE ITEMS (PUNCH LIST)

- A. Preparation: Submit three copies of list. Include name and identification of each space and area affected by construction operations for incomplete items and items needing correction including, if necessary, areas disturbed by Contractor that are outside the limits of construction.
 1. Organize list of spaces in sequential order, proceeding from lowest numbered room to highest.
 2. Organize items applying to each space by major element, including categories for ceiling, individual walls, floors, equipment, and building systems.
 3. Include the following information at the top of each page:
 - a. Project name.
 - b. Date.
 - c. Name of Engineer and Resident Engineer.
 - d. Name of Contractor.
 - e. Page number.

1.6 PROJECT RECORD DOCUMENTS

- A. General: Do not use Project Record Documents for construction purposes. Protect Project Record Documents from deterioration and loss. Provide access to Project Record Documents for Engineer's and Resident Engineer's reference during normal working hours.
- B. Record Drawings: Maintain and submit one reproducible and two sets of black-line white prints of Contract Drawings and Shop Drawings and one electronic copy.
 1. Mark Record Prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to prepare the marked-up Record Prints.
 - a. Give particular attention to information on concealed elements that cannot be readily identified and recorded later.
 - b. Accurately record information in an understandable drawing technique.
 - c. Record data as soon as possible after obtaining it. Record and check the markup before enclosing concealed installations.
 - d. Mark Contract Drawings or Shop Drawings, whichever is most capable of showing actual physical conditions, completely and accurately. Where Shop Drawings are marked, show cross-reference on Contract Drawings.
 2. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 3. Mark important additional information that was either shown schematically or omitted from original Drawings.

4. Note Construction Change Directive numbers, Change Order numbers, alternate numbers, and similar identification where applicable.
 5. Identify and date each Record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location. Organize into manageable sets; bind each set with durable paper cover sheets. Include identification on cover sheets.
- C. Miscellaneous Record Submittals: Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file miscellaneous records and identify each, ready for continued use and reference.

1.7 OPERATION AND MAINTENANCE MANUALS

- A. Assemble three (3) complete sets of operation and maintenance data indicating the operation and maintenance of each system, subsystem, and piece of equipment not part of a system. Two sets are to be hardcopies the third shall be electronic. Include operation and maintenance data required in individual Specification Sections and as follows:
1. Operation Data:
 - a. Emergency instructions and procedures.
 - b. System, subsystem, and equipment descriptions, including operating standards.
 - c. Operating procedures, including startup, shutdown, seasonal, and weekend operations.
 - d. Description of controls and sequence of operations.
 - e. Piping diagrams.
 2. Maintenance Data:
 - a. Manufacturer's information, including list of spare parts.
 - b. Name, address, and telephone number of Installer or supplier.
 - c. Maintenance procedures.
 - d. Maintenance and service schedules for preventive and routine maintenance.
 - e. Maintenance record forms.
 - f. Sources of spare parts and maintenance materials.
 - g. Copies of maintenance service agreements.
 - h. Copies of warranties and bonds.
- B. Organize operation and maintenance manuals into suitable sets of manageable size. Bind and index data in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, in thickness necessary to accommodate contents, with pocket inside the covers to receive folded oversized sheets. Identify each binder on front and spine with the printed title "OPERATION AND MAINTENANCE MANUAL," Project name, and subject matter of contents.

1.8 WARRANTIES

- A. Submittal Time: Submit written warranties on request of Engineer for designated portions of the Work where commencement of warranties other than date of Substantial Completion is indicated.
- B. Partial Occupancy: Submit properly executed warranties within 15 days of completion of designated portions of the Work that are completed and occupied or used by Owner during construction period by separate agreement with Contractor.
- C. Organize warranty documents into an orderly sequence based on the table of contents of the Project

Manual.

1. Bind warranties and bonds in heavy-duty, 3-ring, vinyl-covered, loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-by-11-inch paper.
2. Provide heavy paper dividers with plastic-covered tabs for each separate warranty. Mark tab to identify the product or installation. Provide a typed description of the product or installation, including the name of the product and the name, address, and telephone number of Installer.
3. Identify each binder on the front and spine with the typed or printed title "WARRANTIES," Project name, and name of Contractor.

D. Provide additional copies of each warranty to include in operation and maintenance manuals.

1.9 CLOSEOUT DOCUMENT

A. The following shall be submitted by the Contractor and accepted by the Owner.

1. DOE Package to include the following (also includes Consultant's Certification & Owner's Acceptance).
 - a. Cover Form.
 - b. Contractor's Certification.
 - c. Sub-Contractor's Certification
 - d. Contractor's Guarantee.
2. Contractor's Certification (Labor) if requested.
3. Contractor's Certification (Liens & Claims) if requested.
4. Contractor's General One Year Warranty.
5. Release of Liens.
6. Certificate of Occupancy (provided by MCCEO) if needed.
7. O&M Manual.
8. WBE/MBE Satisfaction (Final Report).
9. Photographs (and negatives).
10. Certified Payroll.
11. Product Data/Brochures
 - a. Test Results/Balance Reports
 - b. System Certifications (sewers, alarms, U.L., etc.)
 - c. UL Certifications/Contractor's Certifications (elevator, RPZ, etc.)
 - d. Guarantees by manufacturers.
 - e. Operating Instructions/Repair Data.
 - f. Submittals per Specifications.
 - g. Survey Reports.
12. Shop Drawings (may be combination product book).
13. Spare Parts/Extra Material List/Turnover Stock.
14. Incident Reports.
15. Consent of Surety (AIA G707).
16. Record Drawings (certified and mark-up).
17. Keys.
18. Payment application with retention of 5% and other retained items and appropriate items per the Owner.

PART 2 - PRODUCTS

2.1 MATERIALS

- A. Cleaning Agents: Use cleaning materials and agents recommended by manufacturer or fabricator of the surface to be cleaned. Do not use cleaning agents that are potentially hazardous to health or property or that might damage finished surfaces.

PART 3 - EXECUTION

3.1 DEMONSTRATION AND TRAINING

- A. Instruction: Instruct Owner's personnel to adjust, operate, and maintain systems, subsystems, and equipment not part of a system.
 - 1. Provide instructors experienced in operation and maintenance procedures.
 - 2. Provide instruction at mutually agreed-on times. For equipment that requires seasonal operation, provide similar instruction at the start of each season.
 - 3. Schedule training with Owner, through Resident Engineer, with at least 7 days advance notice.
 - 4. Coordinate instructors, including providing notification of dates, times, length of instruction, and course content.
 - 5. Videotape all training sessions and provide two copies of same on CD.
- B. Program Structure: Develop an instruction program that includes individual training modules for each system and equipment not part of a system, as required by individual Specification Sections. For each training module, develop a learning objective and teaching outline. Include instruction for the following:
 - 1. System design and operational philosophy.
 - 2. Review of documentation.
 - 3. Operations.
 - 4. Adjustments.
 - 5. Troubleshooting.
 - 6. Maintenance.
 - 7. Repair.

3.2 FINAL CLEANING

- A. General: Provide final cleaning. Conduct cleaning and waste-removal operations to comply with local laws and ordinances and Federal and local environmental and antipollution regulations.
- B. Cleaning: Employ experienced workers or professional cleaners for final cleaning. Clean each surface or unit to condition expected in an average commercial building cleaning and maintenance program. Comply with manufacturer's written instructions.
 - 1. Complete the following cleaning operations before requesting inspection for certification of Substantial Completion for entire Project or for a portion of Project:
 - a. Remove tools, construction equipment, machinery, and surplus material from Project site.
 - b. Clean exposed exterior and interior hard-surfaced finishes to a dirt-free condition, free of stains, films, and similar foreign substances. Avoid disturbing natural

- weathering of exterior surfaces. Restore reflective surfaces to their original condition.
- c. Remove debris and surface dust from limited access spaces, including roofs, plenums, shafts, trenches, equipment vaults, manholes, attics, and similar spaces.
 - d. Sweep concrete floors broom clean in unoccupied spaces.
 - e. Vacuum carpet and similar soft surfaces, removing debris and excess nap; shampoo if visible soil or stains remain.
 - f. Clean transparent materials, including mirrors and glass in doors and windows. Remove glazing compounds and other noticeable, vision-obscuring materials. Replace chipped or broken glass and other damaged transparent materials. Polish mirrors and glass, taking care not to scratch surfaces.
 - g. Remove labels that are not permanent.
 - h. Touch up and otherwise repair and restore marred, exposed finishes and surfaces. Replace finishes and surfaces that cannot be satisfactorily repaired or restored or that already show evidence of repair or restoration.
 - 1) Do not paint over "UL" and similar labels, including mechanical and electrical nameplates.
 - i. Wipe surfaces of mechanical and electrical equipment, and similar equipment. Remove excess lubrication, paint and mortar droppings, and other foreign substances.
 - j. Clean plumbing fixtures to a sanitary condition, free of stains, including stains resulting from water exposure.
 - k. Replace disposable air filters and clean permanent air filters. Clean exposed surfaces of diffusers, registers, and grills.
 - l. Clean ducts, blowers, and coils if units were operated without filters during construction.
 - m. Clean light fixtures, lamps, globes, and reflectors to function with full efficiency. Replace burned-out bulbs, and those noticeably dimmed by hours of use, and defective and noisy starters in fluorescent and mercury vapor fixtures to comply with requirements for new fixtures.
 - n. Leave Project clean and ready for occupancy.
- C. Comply with safety standards for cleaning. Do not burn waste materials. Do not bury debris or excess materials on Owner's property. Do not discharge volatile, harmful, or dangerous materials into drainage systems. Remove waste materials from Project site and dispose of lawfully.

END OF SECTION

SECTION 017839

PROJECT RECORD DOCUMENTS

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Examine all Drawings and all Sections of the Specifications for requirements and provisions affecting the Work of this Section.

1.2 DESCRIPTION OF WORK

- A. Work Included: Provide labor, materials, and equipment necessary to complete the work of this Section, including but not limited to the following:
 - 1. Section includes administrative and procedural requirements for project record documents, including the following:
 - a. Record Drawings of all new spaces and modified infrastructure systems.
 - b. Record Drawings of civil work and underground utilities which have been demolished or removed.
 - c. Record Specifications.
 - d. Record Product Data.
 - e. Miscellaneous record submittals.

1.3 CLOSEOUT SUBMITTALS

- A. Record Drawings: Comply with the following:
 - 1. Number of Copies: Submit one set(s) of marked-up record prints.
 - 2. Number of Copies: Submit copies of record Drawings as follows:
 - a. Initial Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.
 - 2) Submit unlocked AutoCAD files.
 - 3) Submit record digital data files and plots.
 - 4) Engineer will indicate whether general scope of changes, additional information recorded, and quality of drafting are acceptable.
 - b. Final Submittal:
 - 1) Submit one paper-copy set(s) of marked-up record prints.

- 2) Submit record digital data files and one set of record digital data file plots.
 - 3) Plot each drawing file, whether or not changes and additional information were recorded.
- B. Not used.
- C. Record Specifications: Submit annotated PDF electronic files of Project Specifications, including addenda and contract modifications.
- D. Record Product Data: Submit annotated PDF electronic files and directories of each submittal.
1. Where record Product Data are required as part of operation and maintenance manuals, submit duplicate marked-up Product Data as a component of manual.
- E. Miscellaneous Record Submittals: See other Specification Sections for miscellaneous record-keeping requirements and submittals in connection with various construction activities. Submit annotated PDF electronic files and directories of each submittal.
- F. Reports: Submit written report weekly indicating items incorporated into project record documents concurrent with progress of the Work, including revisions, concealed conditions, field changes, product selections, and other notations incorporated.

PART 2 - PRODUCTS

2.1 RECORD DRAWINGS

- A. Record Prints: Maintain one set of marked-up paper copies of the Contract Drawings and Shop Drawings, incorporating new and revised drawings as modifications are issued.
1. Preparation: Mark record prints to show the actual installation where installation varies from that shown originally. Require individual or entity who obtained record data, whether individual or entity is Installer, subcontractor, or similar entity, to provide information for preparation of corresponding marked-up record prints.
 - a. Give particular attention to information on concealed elements that would be difficult to identify or measure and record later.
 - b. Accurately record information in an acceptable drawing technique.
 - c. Record data as soon as possible after obtaining it.
 - d. Record and check the markup before enclosing concealed installations.
 - e. Cross-reference record prints to corresponding archive photographic documentation.
 2. Content: Types of items requiring marking include, but are not limited to, the following:
 - a. Dimensional changes to Drawings.
 - b. Revisions to details shown on Drawings.
 - c. Depths of foundations below first floor.
 - d. Locations and depths of underground utilities.
 - e. Revisions to routing of piping and conduits.

- f. Revisions to electrical circuitry.
 - g. Actual equipment locations.
 - h. Duct size and routing.
 - i. Locations of concealed internal utilities.
 - j. Changes made by Change Order, Change Directive inclusive of RFIs, Bulletins and Addenda.
 - k. Changes made following Engineer's written orders.
 - l. Details not on the original Contract Drawings.
 - m. Field records for variable and concealed conditions.
 - n. Record information on the Work that is shown only schematically.
3. Mark the Contract Drawings and Shop Drawings completely and accurately. Use personnel proficient at recording graphic information in production of marked-up record prints.
 4. Mark record sets with erasable, red-colored pencil. Use other colors to distinguish between changes for different categories of the Work at the same location.
 5. Mark important additional information that was either shown schematically or omitted from original Drawings.
 6. Note Construction Change Directive numbers, alternate numbers, Change Order numbers, and similar identification, where applicable.
- B. Record Digital Data Files: Immediately before inspection for Certificate of Substantial Completion, review marked-up record prints with Engineer. When authorized, prepare a full set of corrected digital data files of the Contract Drawings, as follows:
1. Format: Same digital data software program (AutoCAD), version, and operating system as the original Contract Drawings.
 2. Incorporate changes and additional information previously marked on record prints. Delete, redraw, and add details and notations where applicable.
 3. Refer instances of uncertainty to Engineer for resolution.
 4. Engineer will furnish the Contractor with one set of digital data files of the Contract Drawings for use in recording information.
- C. Newly Prepared Record Drawings and Digital Data Files: Prepare new Drawings instead of preparing record Drawings where Engineer determines that neither the original Contract Drawings nor Shop Drawings are suitable to show actual installation.
1. New Drawings may be required when a Change Order is issued as a result of accepting an alternate, substitution, or other modification.
 2. Consult Engineer for proper scale and scope of detailing and notations required to record the actual physical installation and its relation to other construction.
- D. Integrate newly prepared record Drawings into record Drawing sets; comply with procedures for formatting, organizing, copying, binding, and submitting.
- E. Format: Identify and date each record Drawing; include the designation "PROJECT RECORD DRAWING" in a prominent location.
1. Record Prints: Organize record prints and newly prepared record Drawings into manageable sets. Bind each set with durable paper cover sheets. Include identification on cover sheets.

2. Format: AutoCAD electronic file.
3. Record Digital Data Files: Organize digital data information into separate electronic files that correspond to each sheet of the Contract Drawings. Name each file with the sheet identification. Include identification in each digital data file.
4. Identification: As follows:
 - a. Project name.
 - b. Date.
 - c. Designation "PROJECT RECORD DRAWINGS."
 - d. Name of Engineer.
 - e. Name of Contractor.

2.2 RECORD SPECIFICATIONS

- A. Preparation: Mark Specifications to indicate the actual product installation where installation varies from that indicated in Specifications, addenda, and contract modifications.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Mark copy with the proprietary name and model number of products, materials, and equipment furnished, including substitutions and product options selected.
 3. Record the name of manufacturer, supplier, Installer, and other information necessary to provide a record of selections made.
 4. For each principal product, indicate whether record Product Data has been submitted in operation and maintenance manuals instead of submitted as record Product Data.
 5. Note related Change Orders, record Product Data, and record Drawings where applicable.
- B. Format: Submit record Specifications as annotated PDF electronic file.

2.3 RECORD PRODUCT DATA

- A. Preparation: Mark Product Data to indicate the actual product installation where installation varies substantially from that indicated in Product Data submittal.
 1. Give particular attention to information on concealed products and installations that cannot be readily identified and recorded later.
 2. Include significant changes in the product delivered to Project site and changes in manufacturer's written instructions for installation.
 3. Note related Change Orders, record Specifications, and record Drawings where applicable.
- B. Format: Submit record Product Data as annotated PDF electronic file.
 1. Include record Product Data directory organized by Specification Section number and title, electronically linked to each item of record Product Data.

2.4 MISCELLANEOUS RECORD SUBMITTALS

- A. Assemble miscellaneous records required by other Specification Sections for miscellaneous record keeping and submittal in connection with actual performance of the Work. Bind or file

miscellaneous records and identify each, ready for continued use and reference.

- B. Format: Submit miscellaneous record submittals as PDF electronic file.
 - 1. Include miscellaneous record submittals directory organized by Specification Section number and title, electronically linked to each item of miscellaneous record submittals.

PART 3 - EXECUTION

3.1 RECORDING AND MAINTENANCE

- A. Recording: Maintain one copy of each submittal during the construction period for project record document purposes. Post changes and revisions to project record documents as they occur; do not wait until end of Project.
- B. Maintenance of Record Documents and Samples: Store record documents and Samples in the field office apart from the Contract Documents used for construction. Do not use project record documents for construction purposes. Maintain record documents in good order and in a clean, dry, legible condition, protected from deterioration and loss. Provide access to project record documents for Engineer's reference during normal working hours.

END OF SECTION

SECTION 024100

DEMOLITION

PART 1 - GENERAL

1.1 GENERAL PROVISIONS

- A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and other Division 1 Specification Sections, apply to this Section.
- B. Examine all Drawings and all Sections of the Specifications for requirements and provisions affecting the Work of this Section.

1.2 DESCRIPTION OF WORK

- A. Work Included:
 - 1. Demolition and removal of selected portions of buildings and structures and as required for new work. Refer to the Drawings for additional requirements.
 - 2. Demolition and removal of selected site elements and as required for new work. Refer to the Drawings for additional requirements.
 - 3. Salvage of existing items to be reused or turned over to the facility.
 - 4. Removal and legal disposal of demolished materials off site. Except those items specifically designated to be relocated, reused, or turned over to the facility, all existing removed materials, items, trash, and debris shall become property of the Contractor and shall be completely removed from the site and legally disposed of at her/his expense. Salvage value belongs to the Contractor. On-site sale of materials is not permitted.
 - 5. Demolition and removal work shall properly prepare for alteration work and new construction to be provided under the Contract.
 - 6. Scheduling and sequencing operations without interruption to utilities serving occupied areas. If interruption is required, obtain written permission from the utility company and the Authority. Provide temporary services as necessary to serve occupied and usable facilities when permanent utilities must be interrupted or schedule interruption when the least amount of inconvenience will result.
 - 7. Regulatory Requirements: Obtaining all necessary permits, providing necessary notifications, and complying with all local, state, and federal laws regarding safety and demolition, in a timely manner, and at the Contractor's expense. This includes BWP-AQ-06 – Construction/ Demolition Notification Contractor notification to Massachusetts DEP Construction/Demolition Notification which must be filed a minimum of 10 days before the start of construction/demolition. Comply with ANSI A10.6 Safety Requirements for Demolition) and NFPA 241(Standard for Safeguarding Construction, Alteration, and Demolition Operations).
 - 8. Except as note otherwise, demolition shall be by the prime Contractor.

- B. Related Work: The following items are not included in this Section and are specified under the designated Sections:
1. Section 01 52 40 - CONSTRUCTION WASTE MANAGEMENT:
 - a. Waste management and recycling.
 2. Division 26 - ELECTRICAL:
 - a. Disconnecting, capping, and otherwise making inactive existing electrical services in areas where demolition and removal work is required. Electrical tradesmen will disconnect, cap, inactivate and lower to floor such items as required to be removed under Division 26 - ELECTRICAL. Removal and storage of such materials shall be then done under this Section 02 41 00 - DEMOLITION.
 - b. Disconnect and reinstallation of electrical equipment temporarily interrupted during construction.

1.3 DEFINITIONS

- A. Remove: Detach items from existing construction and legally dispose of them off-site, unless indicated to be removed and salvaged or removed and reinstalled.
- B. Remove and Salvage: Detach items from existing construction and deliver them to the Authority ready for reuse, at a location designated by the Authority. Protect from weather until accepted by Authority.
- C. Remove and Reinstall: Detach items from existing construction, prepare them for reuse, and reinstall them where indicated. Protect from weather until reinstallation.
- D. Existing to Remain: Existing items of construction that are not to be removed and that are not otherwise indicated to be removed, removed, and salvaged, or removed and reinstalled.

1.4 MATERIALS OWNERSHIP

- A. Historic items, relics, and similar objects including, but not limited to, cornerstones and their contents, commemorative plaques, antiques, and other items of interest or value to Authority that may be encountered during selective demolition remain property of the Authority as applicable. Carefully remove each item or object in a manner to prevent damage and deliver promptly to a location acceptable to the Authority.

1.5 SUBMITTALS

- A. Schedule of Selective Demolition Activities: Indicate the following:
 1. Detailed sequence of selective demolition and removal work, with early and late starting and finishing dates for each activity. Ensure Authority's on-site operations are uninterrupted.
 2. Interruption of utility services and how long they will be interrupted.
 3. Coordination for shutoff, capping, and continuation of utility services.
 4. Use of elevators and stairs.

5. Locations of proposed temporary dust- and noise-control partitions and means of egress, including for other occupants affected by selective demolition operations.
 6. Coordination of Authority's continuing occupancy of portions of existing building and of Authority's partial occupancy of completed Work.
 7. Means of protection for items to remain and items in path of waste removal from building.
- B. Inventory: After selective demolition is complete, submit a list of items that have been removed and salvaged, and turned over the Authority.
1. Pre-demolition Videotapes: Show existing conditions of adjoining construction and site improvements, including finish surfaces that might be misconstrued as damage caused by selective demolition operations. Submit to the Authority before Work begins. Before selective demolition or removal of existing building elements that will be reproduced or duplicated in final Work, make permanent record of measurements, materials, and construction details required to make exact reproduction. Verify whether all mechanical, electrical and plumbing devices are functional or not prior to start of work and report this as part of this submittal.
- C. Landfill Records: Provide trip tickets (receipts) indicating receipt and acceptance of hazardous wastes by a landfill facility licensed to accept hazardous wastes.
1. Comply with submittal requirements in Section 01 52 40 - CONSTRUCTION WASTE MANAGEMENT.
- D. Provide shoring plans and details stamped by a professional engineer registered in the State of New York.
- E. Hydrants: Contractor must apply for and receive permit from the Authority for any hydrant that is to be removed or disabled, whether permanently or temporarily. Any inactive hydrant shall be bagged and tagged as out of service.

1.6 QUALITY ASSURANCE

- A. Examination of Existing Conditions: The Contractor shall examine the Contract Drawings for demolition and removal requirements and provisions for new work. Verify all existing conditions and dimensions before commencing work. The Contractor shall visit the site and examine the existing conditions as he finds them and shall inform herself/himself of the character, extent and type of demolition and removal work to be performed. Submit any questions regarding the extent and character of the demolition and removal work in the manner and within the time period established for receipt of such questions during the bidding period.
- B. Demolition Firm Qualifications: An experienced firm that has specialized in demolition work similar in material and extent to that indicated for this Project.
- C. Refrigerant Recovery Technician Qualifications: Certified by an EPA-approved certification program.

- D. Predemolition Conference: Conduct conference at Project site to review the proposed demolition scope of work. Review methods and procedures related to selective demolition including, but not limited to, the following:
1. Provide approved Work Plan prior to Pre-Demolition Conference a minimum of two weeks prior to the start of this Work.
 2. Inspect and discuss condition of construction to be selectively demolished.
 3. Review structural load limitations of existing structure.
 4. Review and finalize selective demolition schedule and verify availability of materials, demolition personnel, equipment, and facilities needed to make progress and avoid delays.
 5. Review requirements of work performed by other trades that rely on substrates exposed by selective demolition operations.
 6. Review areas where existing construction is to remain and requires protection.

1.7 WARRANTY

- A. Existing Warranties: Remove, replace, patch, and repair materials and surfaces cut or damaged during selective demolition, by methods and with materials so as not to void existing warranties.

PART 2 - PRODUCTS

2.1 SALVAGING

- A. Salvaged for Reinstallation: Materials indicated on the Drawings or otherwise designated in writing by the Authority to be salvaged and reinstalled shall be carefully removed and stored at a location acceptable to the Engineer and Authority.
- B. Salvaged for Storage: Materials indicated on the Drawings or otherwise designated in writing by the Authority to be salvaged and stored shall be carefully removed and delivered to the Authority at locations determined by Authority.

PART 3 - EXECUTION

3.1 EXAMINATION

- A. Verify that utilities have been disconnected and capped.
- B. Survey existing conditions and correlate with requirements indicated to determine extent of selective demolition required.
- C. Inventory and record the condition of items to be removed and reinstalled and items to be removed and salvaged.
- D. When unanticipated mechanical, electrical, or structural elements that conflict with intended function or design are encountered, investigate and measure the nature and extent of conflict. Promptly submit a written report to Engineer.

- E. Engage a professional engineer registered in the Commonwealth of Massachusetts to survey condition of building to determine whether removing any element might result in structural deficiency or unplanned collapse of any portion of the structure or adjacent structures during selective demolition operations.
- F. Perform surveys as the Work progresses to detect hazards resulting from selective demolition activities.

3.2 UTILITY SERVICES AND MECHANICAL/ELECTRICAL SYSTEMS

- A. Service/System Requirements: Locate, identify, disconnect, and seal or cap off indicated utility services and mechanical/electrical systems serving areas to be selectively demolished.
 - 1. Arrange to shut off indicated utilities with utility companies and Authority.
 - 2. If services/systems are required to be removed, relocated, or abandoned, before proceeding with selective demolition provide temporary services/systems that bypass area of selective demolition and that maintain continuity of services/systems to other parts of building.
 - 3. Cut off pipe or conduit in walls or partitions to be removed. Cap, valve, or plug and seal remaining portion of pipe or conduit after bypassing. Where entire wall is to be removed, existing services/systems may be removed with removal of the wall.
 - 4. Prior to commencing cutting work in existing surfaces, take all precautionary measures to assure that mechanical and electrical services to the particular area have been made inactive. Coordinate with Fire Suppression, Plumbing, HVAC, and Electrical subcontractors. Only licensed tradesmen of that particular trade shall disconnect and cap existing mechanical and electrical items that are to be removed, abandoned and/or relocated.
 - 5. If, during the process of cutting work, existing utility lines are encountered which are not indicated on the Drawings, regardless of their condition, immediately report such items to the Engineer. Do not proceed with work in such areas until instructions are issued by the Engineer. Continue work in other areas.

3.3 PREPARATION

- A. Site Access and Temporary Controls: Conduct selective demolition and debris-removal operations to ensure minimum interference with roads, streets, walks, walkways, and other adjacent occupied and used facilities.
 - 1. Comply with requirements for access and protection specified in Division I.
 - 2. Maintain adequate passage to and from all exits at all times. Before any work is done which significantly alters access or egress patterns, consult with the Engineer and obtain approval of code required egress. Under no condition block or interfere with the free flow of people at legally required exits, or in any way alter the required condition of such exits.
 - 3. Provide temporary exit signage and post temporary egress plans as directed by the Fire Marshal.
- B. Temporary Shoring: Provide and maintain shoring, bracing, and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain, and to prevent unexpected or uncontrolled movement or collapse of construction being demolished.

1. Strengthen or add new supports when required during progress of selective demolition.
 2. Remove temporary shoring, bracing and structural supports when no longer required.
 3. Post warning signs and place barricades as applicable during placement and removal of temporary shoring.
- C. Conduct demolition operations to prevent injury to people and damage to adjacent buildings and facilities to remain. Ensure safe passage of people around demolition area(s).
1. Erect temporary protection, such as walks, fences, railings, canopies, and covered passageways, where required by authorities having jurisdiction. Provide temporary barricades as required to limit access to demolition areas.
 2. Protect existing site improvements, appurtenances, and landscaping to remain.
- D. Drain, purge, or otherwise remove, collect, and dispose of chemicals, gases, explosives, acids, flammables, or other dangerous materials before proceeding with demolition operations.

3.4 SELECTIVE DEMOLITION, GENERAL

- A. General: Demolish and remove existing construction only to the extent required by new construction and as indicated. Use methods required to complete the Work within limitations of governing regulations and as follows:
1. Proceed with selective demolition systematically, from higher to lower level. Complete selective demolition operations above each floor or tier before disturbing supporting members on the next lower level.
 2. Neatly cut openings and holes plumb, square, and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction. Use hand tools or small power tools designed for sawing or grinding, not hammering and chopping, to minimize disturbance of adjacent surfaces. Temporarily cover openings to remain.
 3. Cut or drill from the exposed or finished side into concealed surfaces to avoid marring existing finished surfaces.
 4. Do not use cutting torches until work area is cleared of flammable materials. At concealed spaces, such as duct and pipe interiors, verify condition and contents of hidden space before starting flame-cutting operations. Maintain fire watch and portable fire-suppression devices during flame-cutting operations.
 5. Maintain adequate ventilation when using cutting torches.
 6. Remove decayed, vermin-infested, or otherwise dangerous or unsuitable materials and promptly dispose of off-site.
 7. Remove structural framing members and lower to ground by method suitable to avoid free fall and to prevent ground impact or dust generation.
 8. Locate selective demolition equipment and remove debris and materials so as not to impose excessive loads on supporting walls, floors, or framing.
 9. Dispose of demolished items and materials promptly. Comply with requirements in Section 01 52 40 - CONSTRUCTION WASTE MANAGEMENT.
- B. Removed and Salvaged Items:
1. Clean salvaged items.

2. Pack or crate items after cleaning. Label and identify contents of containers.
3. Store items in a secure area until delivery to Authority.
4. Transport items to storage area designated by the Authority.
5. Protect items from damage during transport and storage.

C. Removed and Reinstalled Items:

1. Clean items and perform minor repair due to removal, and restore to functional condition adequate for intended reuse. Paint equipment to match new equipment.
2. Pack or crate items after cleaning and repairing. Label and identify contents of containers.
3. Protect items from damage during transport and storage.
4. Reinstall items in locations indicated. Comply with installation requirements for new materials and equipment. Provide connections, supports, and miscellaneous materials necessary to make item functional for use indicated.

D. Existing Items to Remain: Protect construction indicated to remain against damage and soiling during selective demolition and subsequent construction. When permitted by Engineer, items may be removed to a suitable, protected storage location during selective demolition and cleaned and reinstalled in their original locations after selective demolition operations are complete.

E. Items for Re-use and Preservation of Existing Surfaces to Remain:

1. The Contractor shall inspect closely each item specifically designated to be relocated, re-used, or turned over to the Authority prior to its removal, and immediately report damages and defects to the Engineer and the Authority. The Contractor shall be responsible for any subsequent damage to the same other than latent defects not readily apparent from close inspection, and shall bear responsibility for its repair or same replacement as directed by the Engineer, to the satisfaction of the Authority.
2. Unless special surface preparation is specified under other Specification Sections, leave existing surfaces that are to remain in a condition suitable to receive new materials and/or finishes.

3.5 PROTECTION OF PUBLIC AND PROPERTY

- A. Provide all measures required by federal, state and municipal laws, regulations, and ordinances for the protection of surrounding property, the public, workmen, and Authority's employees during all demolition and removal operations. Measures are to be taken, but not limited to installation of sidewalks, sheds, barricades, fences, warning lights and signs, trash chutes and temporary lighting.
- B. Protect all walks, roads, streets, curbs, pavements, trees and plantings, on and off premises, and bear all costs for correcting such damage as directed by the Engineer, and to the satisfaction of the Authority.
- C. Demolition shall be performed in such a manner that will insure the safety of adjacent property. Protect adjacent property from damage and protect persons occupying adjacent property from injuries which might occur from falling debris or other cause and so as not to cause interference with the use of other portions of the building, of adjacent buildings or the free access and safe passage to and from the same.

- D. Every precaution shall be taken to protect against movement or settlement of the building, of adjacent buildings, sidewalks, roads, streets, curbs and pavements. Provide and place at the Contractor's own expense, all necessary bracing and shoring in connection with demolition and removal work.
- E. Remove portions of structures with care by using tools and methods that will not transfer heavy shocks to existing and adjacent building structures, both internal and external of the particular work area.
- F. Provide and maintain in proper condition, suitable dust barriers around areas where interior demolition and removal work is in progress. Dust barriers shall prevent the dust migration to adjacent areas. Remove dust barriers upon completion of major demolition and removal in the particular work area. If indicated in the construction documents as such, these barriers shall be fire resistive.

3.6 DISCOVERY OF HAZARDOUS MATERIALS

- A. If hazardous materials, such as chemicals, asbestos-containing materials, or other hazardous materials are discovered during the course of the work, cease work (in affected area only) and immediately notify the Engineer and the Authority of such discovery. Do not proceed with work in such areas until instructions are issued by the Engineer. Continue work in other areas.
- B. If unmarked containers are discovered during the course of the work, cease work (in the affected area only) and immediately notify the Engineer and the Authority of such discovery. Do not proceed with work in such areas until instructions are issued by the Engineer. Take immediate precautions to prohibit endangering the containers integrity. Continue work in other areas.

3.7 CUTTING

- A. Perform all cutting of existing surfaces in a manner which will ensure a minimal difference between the cut area and new materials when patched. Use extreme care when cutting existing surfaces containing concealed utility lines which are indicated to remain and bear full responsibility for repairing or replacement of all such utilities that are accidentally damaged.
- B. Provide a flush saw cut edge where pavement, curb and concrete removals abut new construction work or existing surfaces to remain undisturbed.

3.8 DISPOSAL OF DEMOLISHED MATERIALS

- A. General: Comply with requirements of Section 01 52 40 - CONSTRUCTION WASTE MANAGEMENT and the following:
 - 1. Do not allow demolished materials to accumulate on-site.
 - 2. Dumpsters and other waste storage devices must be covered at all times and secured at end of work shift.
 - 3. Remove and transport debris in a manner that will prevent spillage on adjacent surfaces and areas.

4. Remove debris from elevated portions of building by chute, hoist, or other device that will convey debris to grade level in a controlled descent.

B. Burning: Do not burn demolished materials.

3.9 CLEANING

- A. Clean adjacent structures and improvements of dust, dirt, and debris caused by selective demolition operations. Premises shall be left in a clean condition and ready to accept alteration work and new construction.

END OF SECTION

SECTION 260519

LOW-VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Single conductor building wire.
- B. Wiring connectors.
- C. Electrical tape.
- D. Heat shrink tubing.
- E. Wire pulling lubricant.
- F. Cable ties.

1.02 RELATED REQUIREMENTS

- A. Section 260526 - Grounding and Bonding for Electrical Systems: Additional requirements for grounding conductors and grounding connectors.
- B. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. ASTM B3 - Standard Specification for Soft or Annealed Copper Wire; 2013.
- B. ASTM B8 - Standard Specification for Concentric-Lay-Stranded Copper Conductors, Hard, Medium-Hard, or Soft; 2011 (Reapproved 2017).
- C. ASTM B33 - Standard Specification for Tin-Coated Soft or Annealed Copper Wire for Electrical Purposes; 2010 (Reapproved 2014).
- D. ASTM B787/B787M - Standard Specification for 19 Wire Combination Unilay-Stranded Copper Conductors for Subsequent Insulation; 2004 (Reapproved 2014).
- E. ASTM D3005 - Standard Specification for Low-Temperature Resistant Vinyl Chloride Plastic Pressure-Sensitive Electrical Insulating Tape; 2017.
- F. ASTM D4388 - Standard Specification for Nonmetallic Semi-Conducting and Electrically Insulating Rubber Tapes; 2013.
- G. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- H. NECA 120 - Standard for Installing Armored Cable (AC) and Metal-Clad Cable (MC); 2012.
- I. NEMA WC 70 - Power Cables Rated 2000 Volts or Less for the Distribution of Electrical Energy; 2009.
- J. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2017.
- K. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- L. UL 44 - Thermoset-Insulated Wires and Cables; Current Edition, Including All Revisions.
- M. UL 83 - Thermoplastic-Insulated Wires and Cables; Current Edition, Including All Revisions.
- N. UL 486A-486B - Wire Connectors; Current Edition, Including All Revisions.
- O. UL 486C - Splicing Wire Connectors; Current Edition, Including All Revisions.
- P. UL 486D - Sealed Wire Connector Systems; Current Edition, Including All Revisions.
- Q. UL 510 - Polyvinyl Chloride, Polyethylene, and Rubber Insulating Tape; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:

1. Coordinate sizes of raceways, boxes, and equipment enclosures installed under other sections with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
2. Coordinate with electrical equipment installed under other sections to provide terminations suitable for use with the conductors to be installed.
3. Notify Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conductors and cables, including detailed information on materials, construction, ratings, listings, and available sizes, configurations, and stranding.
- B. Field Quality Control Test Reports.
- C. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Project Record Documents: Record actual installed circuiting arrangements. Record actual routing for underground circuits.
- E. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conductors and cables in accordance with manufacturer's instructions.

1.08 FIELD CONDITIONS

- A. Do not install or otherwise handle thermoplastic-insulated conductors at temperatures lower than 14 degrees F (-10 degrees C), unless otherwise permitted by manufacturer's instructions. When installation below this temperature is unavoidable, notify Engineer and obtain direction before proceeding with work.

PART 2 PRODUCTS

2.01 CONDUCTOR AND CABLE APPLICATIONS

- A. Do not use conductors and cables for applications other than as permitted by NFPA 70 and product listing.
- B. Provide single conductor building wire installed in suitable raceway unless otherwise indicated, permitted, or required.
- C. Underground feeder and branch-circuit cable is not permitted.

2.02 CONDUCTOR AND CABLE GENERAL REQUIREMENTS

- A. Provide products that comply with requirements of NFPA 70.
- B. Provide products listed, classified, and labeled as suitable for the purpose intended.
- C. Provide new conductors and cables manufactured not more than one year prior to installation.

- D. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, etc. as required for a complete operating system.
- E. Comply with NEMA WC 70.
- F. Thermoplastic-Insulated Conductors and Cables: Listed and labeled as complying with UL 83.
- G. Thermoset-Insulated Conductors and Cables: Listed and labeled as complying with UL 44.
- H. Conductors for Grounding and Bonding: Also comply with Section 260526.
- I. Conductor Material:
 - 1. Provide copper conductors only. Aluminum conductors are not acceptable for this project. Conductor sizes indicated are based on copper.
 - 2. Copper Conductors: Soft drawn annealed, 98 percent conductivity, uncoated copper conductors complying with ASTM B3, ASTM B8, or ASTM B787/B787M unless otherwise indicated.
 - 3. Tinned Copper Conductors: Comply with ASTM B33.
- J. Minimum Conductor Size:
 - 1. Branch Circuits: 12 AWG.
 - a. Exceptions:
 - 1) 20 A, 120 V circuits longer than 75 feet (23 m): 10 AWG, for voltage drop.
 - 2) 20 A, 120 V circuits longer than 150 feet (46 m): 8 AWG, for voltage drop.
 - 3) 20 A, 277 V circuits longer than 150 feet (46 m): 10 AWG, for voltage drop.
 - 2. Control Circuits: 14 AWG.
- K. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- L. Conductor Color Coding:
 - 1. Color code conductors as indicated unless otherwise required by the authority having jurisdiction. Maintain consistent color coding throughout project.
 - 2. Color Coding Method: Integrally colored insulation.
 - a. Conductors size 4 AWG and larger may have black insulation color coded using vinyl color coding electrical tape.
 - 3. Color Code:
 - a. 480Y/277 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Brown.
 - 2) Phase B: Orange.
 - 3) Phase C: Yellow.
 - 4) Neutral/Grounded: Gray.
 - b. 208Y/120 V, 3 Phase, 4 Wire System:
 - 1) Phase A: Black.
 - 2) Phase B: Red.
 - 3) Phase C: Blue.
 - 4) Neutral/Grounded: White.
 - c. Equipment Ground, All Systems: Green.
 - d. For modifications or additions to existing wiring systems, comply with existing color code when existing code complies with NFPA 70 and is approved by the authority having jurisdiction.
 - e. For control circuits, comply with manufacturer's recommended color code.

2.03 SINGLE CONDUCTOR BUILDING WIRE

- A. Manufacturers:
 - 1. Copper Building Wire:
 - a. Cerro Wire LLC: www.cerrowire.com/#sle.
 - b. General Cable Technologies Corporation: www.generalcable.com/#sle.
 - c. Southwire Company: www.southwire.com/#sle.
- B. Description: Single conductor insulated wire.

- C. Conductor Stranding:
 - 1. Feeders and Branch Circuits:
 - a. Size 10 AWG and Smaller: Solid.
 - b. Size 8 AWG and Larger: Stranded.
 - 2. Control Circuits: Stranded.
- D. Insulation Voltage Rating: 600 V.
- E. Insulation:
 - 1. Copper Building Wire: Type THHN/THWN or THHN/THWN-2, except as indicated below.
 - a. Size 4 AWG and Larger: Type XHHW-2.
 - b. Installed Underground: Type XHHW-2.

2.04 WIRING CONNECTORS

- A. Description: Wiring connectors appropriate for the application, suitable for use with the conductors to be connected, and listed as complying with UL 486A-486B or UL 486C as applicable.
- B. Connectors for Grounding and Bonding: Comply with Section 260526.
- C. Wiring Connectors for Splices and Taps:
 - 1. Copper Conductors Size 8 AWG and Smaller: Use twist-on insulated spring connectors.
 - 2. Copper Conductors Size 6 AWG and Larger: Use mechanical connectors or compression connectors.
- D. Wiring Connectors for Terminations:
 - 1. Provide terminal lugs for connecting conductors to equipment furnished with terminations designed for terminal lugs.
 - 2. Provide compression adapters for connecting conductors to equipment furnished with mechanical lugs when only compression connectors are specified.
 - 3. Where over-sized conductors are larger than the equipment terminations can accommodate, provide connectors suitable for reducing to appropriate size, but not less than required for the rating of the overcurrent protective device.
 - 4. Copper Conductors Size 8 AWG and Larger: Use mechanical connectors or compression connectors where connectors are required.
- E. Do not use insulation-piercing or insulation-displacement connectors designed for use with conductors without stripping insulation.
- F. Do not use push-in wire connectors as a substitute for twist-on insulated spring connectors.
- G. Twist-on Insulated Spring Connectors: Rated 600 V, 221 degrees F (105 degrees C) for standard applications and 302 degrees F (150 degrees C) for high temperature applications; pre-filled with sealant and listed as complying with UL 486D for damp and wet locations.
 - 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. Ideal Industries, Inc: www.idealindustries.com/#sle.
 - c. NSI Industries LLC: www.nsiindustries.com/#sle.
- H. Mechanical Connectors: Provide bolted type or set-screw type.
 - 1. Manufacturers:
 - a. Burndy LLC: www.burndy.com/#sle.
 - b. IlSCO: www.ilsco.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
- I. Compression Connectors: Provide circumferential type or hex type crimp configuration.
 - 1. Manufacturers:
 - a. Burndy LLC: www.burndy.com/#sle.
 - b. IlSCO: www.ilsco.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.

- J. Crimped Terminals: Nylon-insulated, with insulation grip and terminal configuration suitable for connection to be made.
 - 1. Manufacturers:
 - a. Burndy LLC: www.burndy.com/#sle.
 - b. IlSCO: www.ilSCO.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.

2.05 WIRING ACCESSORIES

- A. Electrical Tape:
 - 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. Plymouth Rubber Europa: www.plymouthrubber.com/#sle.
 - 2. Vinyl Color Coding Electrical Tape: Integrally colored to match color code indicated; listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
 - 3. Vinyl Insulating Electrical Tape: Complying with ASTM D3005 and listed as complying with UL 510; minimum thickness of 7 mil (0.18 mm); resistant to abrasion, corrosion, and sunlight; conformable for application down to 0 degrees F (-18 degrees C) and suitable for continuous temperature environment up to 221 degrees F (105 degrees C).
 - 4. Rubber Splicing Electrical Tape: Ethylene Propylene Rubber (EPR) tape, complying with ASTM D4388; minimum thickness of 30 mil (0.76 mm); suitable for continuous temperature environment up to 194 degrees F (90 degrees C) and short-term 266 degrees F (130 degrees C) overload service.
 - 5. Electrical Filler Tape: Rubber-based insulating moldable putty, minimum thickness of 125 mil (3.2 mm); suitable for continuous temperature environment up to 176 degrees F (80 degrees C).
 - 6. Moisture Sealing Electrical Tape: Insulating mastic compound laminated to flexible, all-weather vinyl backing; minimum thickness of 90 mil (2.3 mm).
- B. Heat Shrink Tubing: Heavy-wall, split-resistant, with factory-applied adhesive; rated 600 V; suitable for direct burial applications; listed as complying with UL 486D.
 - 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. Burndy LLC: www.burndy.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
- C. Wire Pulling Lubricant: Listed; suitable for use with the conductors or cables to be installed and suitable for use at the installation temperature.
 - 1. Manufacturers:
 - a. 3M: www.3m.com/#sle.
 - b. American Polywater Corporation: www.polywater.com/#sle.
 - c. Ideal Industries, Inc: www.idealindustries.com/#sle.
- D. Cable Ties: Material and tensile strength rating suitable for application.
 - 1. Manufacturers:
 - a. Burndy LLC: www.burndy.com/#sle.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that interior of building has been protected from weather.
- B. Verify that work likely to damage wire and cable has been completed.
- C. Verify that raceways, boxes, and equipment enclosures are installed and are properly sized to accommodate conductors and cables in accordance with NFPA 70.
- D. Verify that field measurements are as indicated.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean raceways thoroughly to remove foreign materials before installing conductors and cables.

3.03 INSTALLATION

- A. Circuiting Requirements:
 - 1. Unless dimensioned, circuit routing indicated is diagrammatic.
 - 2. When circuit destination is indicated without specific routing, determine exact routing required.
 - 3. Arrange circuiting to minimize splices.
 - 4. Include circuit lengths required to install connected devices within 10 ft (3.0 m) of location indicated.
 - 5. Maintain separation of Class 1, Class 2, and Class 3 remote-control, signaling, and power-limited circuits in accordance with NFPA 70.
 - 6. Maintain separation of wiring for emergency systems in accordance with NFPA 70.
 - 7. Circuiting Adjustments: Unless otherwise indicated, when branch circuits are indicated as separate, combining them together in a single raceway is not permitted.
 - 8. Common Neutrals: Unless otherwise indicated, sharing of neutral/grounded conductors among up to three single phase branch circuits of different phases installed in the same raceway is not permitted. Provide dedicated neutral/grounded conductor for each individual branch circuit.
- B. Install products in accordance with manufacturer's instructions.
- C. Perform work in accordance with NECA 1 (general workmanship).
- D. Installation in Raceway:
 - 1. Tape ends of conductors and cables to prevent infiltration of moisture and other contaminants.
 - 2. Pull all conductors and cables together into raceway at same time.
 - 3. Do not damage conductors and cables or exceed manufacturer's recommended maximum pulling tension and sidewall pressure.
 - 4. Use suitable wire pulling lubricant where necessary, except when lubricant is not recommended by the manufacturer.
- E. Paralleled Conductors: Install conductors of the same length and terminate in the same manner.
- F. Secure and support conductors and cables in accordance with NFPA 70 using suitable supports and methods approved by the authority having jurisdiction. Provide independent support from building structure. Do not provide support from raceways, piping, ductwork, or other systems.
- G. Install conductors with a minimum of 12 inches (300 mm) of slack at each outlet.
- H. Neatly train and bundle conductors inside boxes, wireways, panelboards and other equipment enclosures.
- I. Group or otherwise identify neutral/grounded conductors with associated ungrounded conductors inside enclosures in accordance with NFPA 70.
- J. Make wiring connections using specified wiring connectors.
 - 1. Make splices and taps only in accessible boxes. Do not pull splices into raceways or make splices in conduit bodies or wiring gutters.
 - 2. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors.
 - 3. Do not remove conductor strands to facilitate insertion into connector.
 - 4. Clean contact surfaces on conductors and connectors to suitable remove corrosion, oxides, and other contaminants. Do not use wire brush on plated connector surfaces.
 - 5. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 - 6. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.

- K. Insulate splices and taps that are made with uninsulated connectors using methods suitable for the application, with insulation and mechanical strength at least equivalent to unspliced conductors.
 - 1. Dry Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - a. For taped connections, first apply adequate amount of rubber splicing electrical tape or electrical filler tape, followed by outer covering of vinyl insulating electrical tape.
 - 2. Damp Locations: Use insulating covers specifically designed for the connectors, electrical tape, or heat shrink tubing.
 - a. For connections with insulating covers, apply outer covering of moisture sealing electrical tape.
 - b. For taped connections, follow same procedure as for dry locations but apply outer covering of moisture sealing electrical tape.
 - 3. Wet Locations: Use heat shrink tubing.
- L. Insulate ends of spare conductors using vinyl insulating electrical tape.
- M. Field-Applied Color Coding: Where vinyl color coding electrical tape is used in lieu of integrally colored insulation as permitted in Part 2 under "Color Coding", apply half overlapping turns of tape at each termination and at each location conductors are accessible.
- N. Identify conductors and cables in accordance with Section 260553.
- O. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.
- P. Unless specifically indicated to be excluded, provide final connections to all equipment and devices, including those furnished by others, as required for a complete operating system.

3.04 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS, except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.3.2. The insulation resistance test is required for all conductors. The resistance test for parallel conductors listed as optional is not required.
- D. Correct deficiencies and replace damaged or defective conductors and cables.

END OF SECTION

SECTION 260526
GROUNDING AND BONDING FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Grounding and bonding requirements.
- B. Conductors for grounding and bonding.
- C. Connectors for grounding and bonding.
- D. Ground bars.
- E. Ground rod electrodes.

1.02 RELATED REQUIREMENTS

- A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Additional requirements for conductors for grounding and bonding, including conductor color coding.
 - 1. Includes oxide inhibiting compound.
- B. Section 260553 - Identification for Electrical Systems: Identification products and requirements.
- C. Section 265600 - Exterior Lighting: Additional grounding and bonding requirements for pole-mounted luminaires.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NEMA GR 1 - Grounding Rod Electrodes and Grounding Rod Electrode Couplings; 2007.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2017.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 467 - Grounding and Bonding Equipment; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify exact locations of underground metal water service pipe entrances to building.
 - 2. Coordinate the work with other trades to provide steel reinforcement complying with specified requirements for concrete-encased electrode.
 - 3. Notify Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:
 - 1. Do not install ground rod electrodes until final backfill and compaction is complete.

1.05 SUBMITTALS

- A. See Section 013000 - Administrative Requirements for submittals procedures.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets for grounding and bonding system components.
- C. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- D. Field quality control test reports.
- E. Project Record Documents: Record actual locations of grounding electrode system components and connections.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 GROUNDING AND BONDING REQUIREMENTS

- A. Existing Work: Where existing grounding and bonding system components are indicated to be reused, they may be reused only where they are free from corrosion, integrity and continuity are verified, and where acceptable to the authority having jurisdiction.
- B. Do not use products for applications other than as permitted by NFPA 70 and product listing.
- C. Unless specifically indicated to be excluded, provide all required components, conductors, connectors, conduit, boxes, fittings, supports, accessories, etc. as necessary for a complete grounding and bonding system.
- D. Where conductor size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
- E. Grounding Electrode System:
 - 1. Provide connection to required and supplemental grounding electrodes indicated to form grounding electrode system.
 - a. Provide continuous grounding electrode conductors without splice or joint.
 - b. Install grounding electrode conductors in raceway where exposed to physical damage. Bond grounding electrode conductor to metallic raceways at each end with bonding jumper.
 - 2. Ground Rod Electrode(s):
 - a. Where location is not indicated, locate electrode(s) at least 5 feet (1.5 m) outside building perimeter foundation as near as possible to electrical service entrance; where possible, locate in softscape (uncovered) area.
- F. Grounding for Separate Building or Structure Supplied by Feeder(s) or Branch Circuits:
 - 1. This applies to the electrical feeder to the existing Concessions Building:
 - a. Ensure the existing grounding electrode system meets the intent of NFPA 70 Article 250.
 - b. Provide equipment grounding conductor routed with supply conductors.
 - c. For each disconnecting means, provide grounding electrode conductor to connect equipment ground bus to grounding electrode system.
 - d. Do not make any connections and remove any factory-installed jumpers between neutral (grounded) conductors and ground.
- G. Bonding and Equipment Grounding:
 - 1. Provide bonding for equipment grounding conductors, equipment ground busses, metallic equipment enclosures, metallic raceways and boxes, device grounding terminals, and other normally non-current-carrying conductive materials enclosing electrical conductors/equipment or likely to become energized as indicated and in accordance with NFPA 70.
 - 2. Provide insulated equipment grounding conductor in each feeder and branch circuit raceway. Do not use raceways as sole equipment grounding conductor.
 - 3. Where circuit conductor sizes are increased for voltage drop, increase size of equipment grounding conductor proportionally in accordance with NFPA 70.

4. Unless otherwise indicated, connect wiring device grounding terminal to branch circuit equipment grounding conductor and to outlet box with bonding jumper.
5. Terminate branch circuit equipment grounding conductors on solidly bonded equipment ground bus only. Do not terminate on neutral (grounded) or isolated/insulated ground bus.
6. Provide bonding jumper across expansion or expansion/deflection fittings provided to accommodate conduit movement.

H. Pole-Mounted Luminaires: Also comply with Section 265600.

2.02 GROUNDING AND BONDING COMPONENTS

A. General Requirements:

1. Provide products listed, classified, and labeled as suitable for the purpose intended.
2. Provide products listed and labeled as complying with UL 467 where applicable.

B. Conductors for Grounding and Bonding, in Addition to Requirements of Section 260526:

1. Use insulated copper conductors unless otherwise indicated.
 - a. Exceptions:
 - 1) Use bare copper conductors where installed underground in direct contact with earth.

C. Connectors for Grounding and Bonding:

1. Description: Connectors appropriate for the application and suitable for the conductors and items to be connected; listed and labeled as complying with UL 467.
2. Unless otherwise indicated, use exothermic welded connections for underground, concealed and other inaccessible connections.
3. Unless otherwise indicated, use mechanical connectors, compression connectors, or exothermic welded connections for accessible connections.
 - a. Exceptions:
4. Manufacturers - Mechanical and Compression Connectors:
 - a. Advanced Lightning Technology (ALT): www.altfab.com/#sle.
 - b. Burndy LLC: www.burndy.com/#sle.
 - c. Harger Lightning & Grounding: www.harger.com/#sle.
 - d. Thomas & Betts Corporation: www.tnb.com/#sle.
5. Manufacturers - Exothermic Welded Connections:
 - a. Burndy LLC: www.burndy.com/#sle.
 - b. Cadweld, a brand of Erico International Corporation: www.erico.com/#sle.

D. Ground Rod Electrodes:

1. Comply with NEMA GR 1.
2. Material: Copper-bonded (copper-clad) steel.
3. Size: 3/4 inch (19 mm) diameter by 10 feet (3.0 m) length, unless otherwise indicated.
4. Manufacturers:
 - a. Advanced Lightning Technology (ALT): www.altfab.com/#sle.
 - b. Erico International Corporation: www.erico.com/#sle.
 - c. Harger Lightning & Grounding: www.harger.com/#sle.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that work likely to damage grounding and bonding system components has been completed.
- B. Verify that field measurements are as indicated.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).

- C. Ground Rod Electrodes: Unless otherwise indicated, install ground rod electrodes vertically. Where encountered rock prohibits vertical installation, install at 45 degree angle or bury horizontally in trench at least 30 inches (750 mm) deep in accordance with NFPA 70 or provide ground plates.
 - 1. Outdoor Installations: Unless otherwise indicated, install with top of rod 6 inches (150 mm) below finished grade.
- D. Make grounding and bonding connections using specified connectors.
 - 1. Remove appropriate amount of conductor insulation for making connections without cutting, nicking or damaging conductors. Do not remove conductor strands to facilitate insertion into connector.
 - 2. Remove nonconductive paint, enamel, or similar coating at threads, contact points, and contact surfaces.
 - 3. Exothermic Welds: Make connections using molds and weld material suitable for the items to be connected in accordance with manufacturer's recommendations.
 - 4. Mechanical Connectors: Secure connections according to manufacturer's recommended torque settings.
 - 5. Compression Connectors: Secure connections using manufacturer's recommended tools and dies.
- E. Identify grounding and bonding system components in accordance with Section 260553.

3.03 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Inspect and test in accordance with NETA ATS except Section 4.
- C. Perform inspections and tests listed in NETA ATS, Section 7.13.
- D. Perform ground electrode resistance tests under normally dry conditions. Precipitation within the previous 48 hours does not constitute normally dry conditions.
- E. Investigate and correct deficiencies where measured ground resistances do not comply with specified requirements.
- F. Submit detailed reports indicating inspection and testing results and corrective actions taken.

END OF SECTION

SECTION 260529
HANGERS AND SUPPORTS FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Support and attachment components for equipment, conduit, cable, boxes, and other electrical work.

1.02 RELATED REQUIREMENTS

- A. Section 260533.13 - Conduit for Electrical Systems: Additional support and attachment requirements for conduits.
- B. Section 260533.16 - Boxes for Electrical Systems: Additional support and attachment requirements for boxes.
- C. Section 265600 - Exterior Lighting: Additional support and attachment requirements for exterior luminaires.

1.03 REFERENCE STANDARDS

- A. MFMA-4 - Metal Framing Standards Publication; 2004.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate sizes and arrangement of supports and bases with the actual equipment and components to be installed.
 - 2. Coordinate the work with other trades to provide additional framing and materials required for installation.
 - 3. Coordinate compatibility of support and attachment components with mounting surfaces at the installed locations.
 - 4. Coordinate the arrangement of supports with piping, equipment and other potential conflicts installed under other sections or by others.
 - 5. Notify Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for channel (strut) framing systems and post-installed concrete and masonry anchors.
- B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.06 QUALITY ASSURANCE

- A. Comply with NFPA 70.
- B. Comply with applicable building code.
- C. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 SUPPORT AND ATTACHMENT COMPONENTS

- A. General Requirements:
 - 1. Provide all required hangers, supports, anchors, fasteners, fittings, accessories, and hardware as necessary for the complete installation of electrical work.
 - 2. Provide products listed, classified, and labeled as suitable for the purpose intended, where applicable.
 - 3. Where support and attachment component types and sizes are not indicated, select in accordance with manufacturer's application criteria as required for the load to be supported. Include consideration for vibration, equipment operation, and shock loads where applicable.
 - 4. Do not use products for applications other than as permitted by NFPA 70 and product listing.
 - 5. Do not use wire, chain, perforated pipe strap, or wood for permanent supports unless specifically indicated or permitted.
 - 6. Steel Components: Use corrosion resistant materials suitable for the environment where installed.
 - a. Indoor Dry Locations: Use zinc-plated steel or approved equivalent unless otherwise indicated.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel, stainless steel, or approved equivalent unless otherwise indicated.
 - c. Zinc-Plated Steel: Electroplated in accordance with ASTM B633.
 - d. Galvanized Steel: Hot-dip galvanized after fabrication in accordance with ASTM A123/A123M or ASTM A153/A153M.
- B. Conduit and Cable Supports: Straps, clamps, etc. suitable for the conduit or cable to be supported.
 - 1. Conduit Straps: One-hole or two-hole type; steel or malleable iron.
 - 2. Conduit Clamps: Bolted type unless otherwise indicated.
 - 3. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Erico International Corporation: www.erico.com/#sle.
 - c. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - d. Thomas & Betts Corporation: www.tnb.com/#sle.
- C. Outlet Box Supports: Hangers, brackets, etc. suitable for the boxes to be supported.
 - 1. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Erico International Corporation: www.erico.com/#sle.
 - c. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - d. Thomas & Betts Corporation: www.tnb.com/#sle.
- D. Metal Channel (Strut) Framing Systems: Factory-fabricated continuous-slot metal channel (strut) and associated fittings, accessories, and hardware required for field-assembly of supports.
 - 1. Comply with MFMA-4.
 - 2. Channel Material:
 - a. Indoor Dry Locations: Use painted steel or galvanized steel.
 - b. Outdoor and Damp or Wet Indoor Locations: Use galvanized steel.
 - 3. Minimum Channel Thickness: Steel sheet, 12 gage, 0.1046 inch (2.66 mm).
 - 4. Minimum Channel Dimensions: 1-5/8 inch (41 mm) width by 13/16 inch (21 mm) height.
 - 5. Manufacturers:
 - a. Cooper B-Line, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Thomas & Betts Corporation: www.tnb.com/#sle.

- c. Unistrut, a brand of Atkore International Inc: www.unistrut.com/#sle.
 - d. Source Limitations: Furnish channels (struts) and associated fittings, accessories, and hardware produced by a single manufacturer.
- E. Anchors and Fasteners:
- 1. Unless otherwise indicated and where not otherwise restricted, use the anchor and fastener types indicated for the specified applications.
 - 2. Concrete: Use preset concrete inserts, expansion anchors, or screw anchors.
 - 3. Solid or Grout-Filled Masonry: Use expansion anchors or screw anchors.
 - 4. Steel: Use beam clamps, machine bolts, or welded threaded studs.
 - 5. Sheet Metal: Use sheet metal screws.
 - 6. Wood: Use wood screws.
 - 7. Plastic and lead anchors are not permitted.
 - 8. Powder-actuated fasteners are not permitted.
 - 9. Preset Concrete Inserts: Continuous metal channel (strut) and spot inserts specifically designed to be cast in concrete ceilings, walls, and floors.
 - a. Comply with MFMA-4.
 - b. Channel Material: Use galvanized steel.
 - c. Manufacturer: Same as manufacturer of metal channel (strut) framing system.
 - 10. Post-Installed Concrete and Masonry Anchors: Evaluated and recognized by ICC Evaluation Service, LLC (ICC-ES) for compliance with applicable building code.
 - 11. Manufacturers - Mechanical Anchors:
 - a. Hilti, Inc: www.us.hilti.com/#sle.
 - b. ITW Red Head, a division of Illinois Tool Works, Inc: www.itwredhead.com/#sle.
 - c. Powers Fasteners, Inc: www.powers.com/#sle.
 - d. Simpson Strong-Tie Company Inc: www.strongtie.com/#sle.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive support and attachment components.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install anchors and fasteners in accordance with ICC Evaluation Services, LLC (ICC-ES) evaluation report conditions of use where applicable.
- D. Equipment Support and Attachment:
 - 1. Use metal fabricated supports or supports assembled from metal channel (strut) to support equipment as required.
 - 2. Use metal channel (strut) to support surface-mounted equipment in wet or damp locations to provide space between equipment and mounting surface.
- E. Conduit Support and Attachment: Also comply with Section 260533.13.
- F. Box Support and Attachment: Also comply with Section 260533.16.
- G. Exterior Luminaire Support and Attachment: Also comply with Section 265600.
- H. Preset Concrete Inserts: Use manufacturer provided closure strips to inhibit concrete seepage during concrete pour.
- I. Secure fasteners according to manufacturer's recommended torque settings.
- J. Remove temporary supports.

3.03 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.

- B. Inspect support and attachment components for damage and defects.
- C. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- D. Correct deficiencies and replace damaged or defective support and attachment components.

END OF SECTION

SECTION 260533.13
CONDUIT FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Galvanized steel rigid metal conduit (RMC).
- B. Liquidtight flexible metal conduit (LFMC).
- C. Rigid polyvinyl chloride (PVC) conduit.
- D. Conduit fittings.
- E. Accessories.

1.02 RELATED REQUIREMENTS

- A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables.
- B. Section 260526 - Grounding and Bonding for Electrical Systems.
- C. Section 260529 - Hangers and Supports for Electrical Systems.
- D. Section 260533.16 - Boxes for Electrical Systems.
- E. Section 260553 - Identification for Electrical Systems: Identification products and requirements.
- F. Section 271000 - Structured Cabling: Additional requirements for communications systems conduits.

1.03 REFERENCE STANDARDS

- A. ANSI C80.1 - American National Standard for Electrical Rigid Steel Conduit (ERSC); 2015.
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NECA 101 - Standard for Installing Steel Conduits (Rigid, IMC, EMT); 2013.
- D. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- E. NEMA TC 2 - Electrical Polyvinyl Chloride (PVC) Conduit; 2013.
- F. NEMA TC 3 - Polyvinyl Chloride (PVC) Fittings for Use with Rigid PVC Conduit and Tubing; 2016.
- G. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- H. UL 6 - Electrical Rigid Metal Conduit-Steel; Current Edition, Including All Revisions.
- I. UL 360 - Liquid-Tight Flexible Steel Conduit; Current Edition, Including All Revisions.
- J. UL 514B - Conduit, Tubing, and Cable Fittings; Current Edition, Including All Revisions.
- K. UL 651 - Schedule 40, 80, Type EB and A Rigid PVC Conduit and Fittings; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate minimum sizes of conduits with the actual conductors to be installed, including adjustments for conductor sizes increased for voltage drop.
 - 2. Coordinate the arrangement of conduits with piping, equipment and other potential conflicts installed under other sections or by others.
 - 3. Verify exact conduit termination locations required for boxes, enclosures, and equipment installed under other sections or by others.
 - 4. Notify Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.
- B. Sequencing:

1. Do not begin installation of conductors and cables until installation of conduit is complete between outlet, junction and splicing points.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for conduits and fittings.
- B. Project Record Documents: Record actual routing for conduits installed underground.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store conduit and fittings in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 CONDUIT APPLICATIONS

- A. Do not use conduit and associated fittings for applications other than as permitted by NFPA 70 and product listing.
- B. Unless otherwise indicated and where not otherwise restricted, use the conduit types indicated for the specified applications. Where more than one listed application applies, comply with the most restrictive requirements. Where conduit type for a particular application is not specified, use galvanized steel rigid metal conduit.
- C. Underground:
 1. Exterior, Direct-Buried: Use galvanized steel rigid metal conduit or rigid PVC conduit.
 2. Exterior, Embedded Within Concrete: Use galvanized steel rigid metal conduit or rigid PVC conduit.
 3. Where rigid polyvinyl (PVC) conduit is provided, transition to galvanized steel rigid metal conduit where emerging from underground.
- D. Exposed, Subject to Physical Damage: Use galvanized steel rigid metal conduit.
- E. Exposed, Exterior: Use galvanized steel rigid metal conduit.
- F. Connections to Vibrating Equipment:
 1. Damp, Wet, or Corrosive Locations: Use liquidtight flexible metal conduit.
 2. Maximum Length: 6 feet (1.8 m) unless otherwise indicated.
 3. Vibrating equipment includes, but is not limited to:
 - a. Motors.

2.02 CONDUIT REQUIREMENTS

- A. Existing Work: Where existing conduits are indicated to be reused, they may be reused only where they comply with specified requirements, are free from corrosion, and integrity is verified by pulling a mandrel through them.
- B. Communications Systems Conduits: Also comply with Section 271000.
- C. Fittings for Grounding and Bonding: Also comply with Section 260526.
- D. Provide all conduit, fittings, supports, and accessories required for a complete raceway system.
- E. Provide products listed, classified, and labeled as suitable for the purpose intended.
- F. Minimum Conduit Size, Unless Otherwise Indicated:
 1. Branch Circuits: 3/4 inch (21 mm) trade size.
 2. Branch Circuit Homeruns: 3/4 inch (21 mm) trade size.
 3. Control Circuits: 1/2 inch (16 mm) trade size.
 4. Flexible Connections to Luminaires: 3/8 inch (12 mm) trade size.

5. Underground, Exterior: 1 inch (27 mm) trade size.
- G. Where conduit size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.

2.03 GALVANIZED STEEL RIGID METAL CONDUIT (RMC)

- A. Manufacturers:
 1. Allied Tube & Conduit: www.alliedeg.com/#sle.
 2. Republic Conduit: www.republic-conduit.com/#sle.
 3. Wheatland Tube Company: www.wheatland.com/#sle.
- B. Description: NFPA 70, Type RMC galvanized steel rigid metal conduit complying with ANSI C80.1 and listed and labeled as complying with UL 6.
- C. Fittings:
 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
 - b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
 2. Non-Hazardous Locations: Use fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 3. Material: Use steel or malleable iron.
 4. Connectors and Couplings: Use threaded type fittings only. Threadless set screw and compression (gland) type fittings are not permitted.

2.04 LIQUIDTIGHT FLEXIBLE METAL CONDUIT (LFMC)

- A. Manufacturers:
 1. AFC Cable Systems, Inc: www.afcweb.com/#sle.
 2. Electri-Flex Company: www.electriflex.com/#sle.
 3. International Metal Hose: www.metalthose.com/#sle.
- B. Description: NFPA 70, Type LFMC polyvinyl chloride (PVC) jacketed steel flexible metal conduit listed and labeled as complying with UL 360.
- C. Fittings:
 1. Manufacturers:
 - a. Bridgeport Fittings Inc: www.bptfittings.com/#sle.
 - b. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.
 - c. Thomas & Betts Corporation: www.tnb.com/#sle.
 2. Description: Fittings complying with NEMA FB 1 and listed and labeled as complying with UL 514B.
 3. Material: Use steel or malleable iron.

2.05 RIGID POLYVINYL CHLORIDE (PVC) CONDUIT

- A. Manufacturers:
 1. Cantex Inc: www.cantexinc.com/#sle.
 2. Carlon, a brand of Thomas & Betts Corporation: www.carlon.com/#sle.
 3. JM Eagle: www.jmeagle.com/#sle.
- B. Description: NFPA 70, Type PVC rigid polyvinyl chloride conduit complying with NEMA TC 2 and listed and labeled as complying with UL 651; Schedule 80 unless otherwise indicated; rated for use with conductors rated 90 degrees C.
- C. Fittings:
 1. Manufacturer: Same as manufacturer of conduit to be connected.
 2. Description: Fittings complying with NEMA TC 3 and listed and labeled as complying with UL 651; material to match conduit.

2.06 ACCESSORIES

- A. Conduit Joint Compound: Corrosion-resistant, electrically conductive; suitable for use with the conduit to be installed.

- B. Solvent Cement for PVC Conduit and Fittings: As recommended by manufacturer of conduit and fittings to be installed.
- C. Pull Strings: Use nylon cord with average breaking strength of not less than 200 pound-force (890 N).
- D. Detectable Warning Tape: 5-mil tape with Aluminum backing, 2 mil clear film laminated to 1/2 mil Aluminum foil center core
- E. Sealing Compound for Sealing Fittings: Listed for use with the particular fittings to be installed.
- F. Modular Seals for Conduit Penetrations: Rated for minimum of 40 psig; Suitable for the conduits to be installed.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that mounting surfaces are ready to receive conduits.
- C. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Perform work in accordance with NECA 1 (general workmanship).
- C. Install galvanized steel rigid metal conduit (RMC) in accordance with NECA 101.
- D. Install rigid polyvinyl chloride (PVC) conduit in accordance with NECA 111.
- E. Conduit Routing:
 1. Unless dimensioned, conduit routing indicated is diagrammatic.
 2. When conduit destination is indicated without specific routing, determine exact routing required.
 3. Conceal all conduits unless specifically indicated to be exposed.
 4. Conduits in the following areas may be exposed, unless otherwise indicated:
 - a. Electrical rooms.
 - b. Mechanical equipment rooms.
 - c. Within joists in areas with no ceiling.
 5. Unless otherwise approved, do not route conduits exposed:
 - a. Across floors.
 - b. Across roofs.
 - c. Across top of parapet walls.
 - d. Across building exterior surfaces.
 6. Conduits installed underground or embedded in concrete may be routed in the shortest possible manner unless otherwise indicated. Route all other conduits parallel or perpendicular to building structure and surfaces, following surface contours where practical.
 7. Arrange conduit to maintain adequate headroom, clearances, and access.
 8. Arrange conduit to provide no more than the equivalent of four 90 degree bends between pull points.
 9. Arrange conduit to provide no more than 150 feet (46 m) between pull points.
 10. Route conduits above water and drain piping where possible.
 11. Arrange conduit to prevent moisture traps. Provide drain fittings at low points and at sealing fittings where moisture may collect.
 12. Maintain minimum clearance of 6 inches (150 mm) between conduits and piping for other systems.
 13. Maintain minimum clearance of 12 inches (300 mm) between conduits and hot surfaces. This includes, but is not limited to:
 - a. Heaters.
 - b. Hot water piping.

- c. Flues.
- 14. Group parallel conduits in the same area together on a common rack.
- F. Conduit Support:
 - 1. Secure and support conduits in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
 - 2. Provide independent support from building structure. Do not provide support from piping, ductwork, or other systems.
 - 3. Installation Above Suspended Ceilings: Do not provide support from ceiling support system. Do not provide support from ceiling grid or allow conduits to lay on ceiling tiles.
 - 4. Use conduit strap to support single surface-mounted conduit.
 - a. Use clamp back spacer with conduit strap for damp and wet locations to provide space between conduit and mounting surface.
 - 5. Use metal channel (strut) with accessory conduit clamps to support multiple parallel surface-mounted conduits.
 - 6. Use conduit clamp to support single conduit from beam clamp or threaded rod.
 - 7. Use trapeze hangers assembled from threaded rods and metal channel (strut) with accessory conduit clamps to support multiple parallel suspended conduits.
 - 8. Use non-penetrating rooftop supports to support conduits routed across rooftops (only where approved).
 - 9. Use of wire for support of conduits is not permitted.
 - 10. Where conduit support intervals specified in NFPA 70 and NECA standards differ, comply with the most stringent requirements.
- G. Connections and Terminations:
 - 1. Use approved zinc-rich paint or conduit joint compound on field-cut threads of galvanized steel conduits prior to making connections.
 - 2. Where two threaded conduits must be joined and neither can be rotated, use three-piece couplings or split couplings. Do not use running threads.
 - 3. Use suitable adapters where required to transition from one type of conduit to another.
 - 4. Provide drip loops for liquidtight flexible conduit connections to prevent drainage of liquid into connectors.
 - 5. Terminate threaded conduits in boxes and enclosures using threaded hubs or double lock nuts for dry locations and raintight hubs for wet locations.
 - 6. Provide insulating bushings or insulated throats at all conduit terminations to protect conductors.
 - 7. Secure joints and connections to provide maximum mechanical strength and electrical continuity.
- H. Penetrations:
 - 1. Do not penetrate or otherwise notch or cut structural members, including footings and grade beams, without approval of Structural Engineer.
 - 2. Make penetrations perpendicular to surfaces unless otherwise indicated.
 - 3. Provide sleeves for penetrations as indicated or as required to facilitate installation. Set sleeves flush with exposed surfaces unless otherwise indicated or required.
 - 4. Conceal bends for conduit risers emerging above ground.
 - 5. Seal interior of conduits entering the building from underground at first accessible point to prevent entry of moisture and gases.
 - 6. Provide suitable modular seal where conduits penetrate exterior wall below grade.
 - 7. Where conduits penetrate waterproof membrane, seal as required to maintain integrity of membrane.
 - 8. Make penetrations for roof-mounted equipment within associated equipment openings and curbs where possible to minimize roofing system penetrations. Where penetrations are necessary, seal as indicated or as required to preserve integrity of roofing system and maintain roof warranty. Include proposed locations of penetrations and methods for sealing with submittals.
 - 9. Provide metal escutcheon plates for conduit penetrations exposed to public view.

10. Install firestopping to preserve fire resistance rating of partitions and other elements, using materials and methods specified in Section 078400.
- I. Underground Installation:
 1. Provide trenching and backfilling in accordance with Section 312316.13.
 2. Minimum Cover, Unless Otherwise Indicated or Required:
 - a. Underground, Exterior: 24 inches (610 mm).
 - b. Under Slab on Grade: 12 inches (300 mm) to bottom of slab.
 3. Provide underground warning tape in accordance with Section 260553 along entire conduit length for service entrance where not concrete-encased.
- J. Concrete Encasement: Where conduits not otherwise embedded within concrete are indicated to be concrete-encased, provide concrete in accordance with Section 033000 with minimum concrete cover of 3 inches (76 mm) on all sides unless otherwise indicated.
- K. Conduit Movement Provisions: Where conduits are subject to movement, provide expansion and expansion/deflection fittings to prevent damage to enclosed conductors or connected equipment. This includes, but is not limited to:
 1. Where conduits cross structural joints intended for expansion, contraction, or deflection.
 2. Where calculated in accordance with NFPA 70 for rigid polyvinyl chloride (PVC) conduit installed above ground to compensate for thermal expansion and contraction.
 3. Where conduits are subject to earth movement by settlement or frost.
- L. Condensation Prevention: Where conduits cross barriers between areas of potential substantial temperature differential, provide sealing fitting or approved sealing compound at an accessible point near the penetration to prevent condensation. This includes, but is not limited to:
 1. Where conduits pass from outdoors into conditioned interior spaces.
 2. Where conduits pass from unconditioned interior spaces into conditioned interior spaces.
- M. Provide pull string in all empty conduits and in conduits where conductors and cables are to be installed by others. Leave minimum slack of 12 inches (300 mm) at each end.
- N. Provide grounding and bonding in accordance with Section 260526.
- O. Identify conduits in accordance with Section 260553.

3.03 FIELD QUALITY CONTROL

- A. See Section 014000 - Quality Requirements, for additional requirements.
- B. Repair cuts and abrasions in galvanized finishes using zinc-rich paint recommended by manufacturer. Replace components that exhibit signs of corrosion.
- C. Correct deficiencies and replace damaged or defective conduits.

3.04 CLEANING

- A. Clean interior of conduits to remove moisture and foreign matter.

3.05 PROTECTION

- A. Immediately after installation of conduit, use suitable manufactured plugs to provide protection from entry of moisture and foreign material and do not remove until ready for installation of conductors.

END OF SECTION

SECTION 260533.16
BOXES FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Outlet and device boxes up to 100 cubic inches (1,650 cu cm), including those used as junction and pull boxes.
- B. Underground boxes/enclosures.

1.02 RELATED REQUIREMENTS

- A. Section 260526 - Grounding and Bonding for Electrical Systems.
- B. Section 260529 - Hangers and Supports for Electrical Systems.
- C. Section 260533.13 - Conduit for Electrical Systems:
 - 1. Conduit bodies and other fittings.
 - 2. Additional requirements for locating boxes to limit conduit length and/or number of bends between pulling points.
- D. Section 260553 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 271000 - Structured Cabling: Additional requirements for communications systems outlet boxes.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NECA 130 - Standard for Installing and Maintaining Wiring Devices; 2010.
- C. NEMA FB 1 - Fittings, Cast Metal Boxes, and Conduit Bodies for Conduit, Electrical Metallic Tubing, and Cable; 2014.
- D. NEMA OS 2 - Nonmetallic Outlet Boxes, Device Boxes, Covers and Box Supports; 2013.
- E. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- F. SCTE 77 - Specification for Underground Enclosure Integrity; 2017.
- G. UL 514A - Metallic Outlet Boxes; Current Edition, Including All Revisions.
- H. UL 514C - Nonmetallic Outlet Boxes, Flush-Device Boxes, and Covers; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of piping, equipment, or other potential obstructions within the dedicated equipment spaces and working clearances for electrical equipment required by NFPA 70.
 - 2. Coordinate arrangement of electrical equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Coordinate minimum sizes of boxes with the actual installed arrangement of conductors, clamps, support fittings, and devices, calculated according to NFPA 70.
 - 4. Coordinate minimum sizes of pull boxes with the actual installed arrangement of connected conduits, calculated according to NFPA 70.
 - 5. Coordinate the placement of boxes with fixtures and equipment, etc. installed under other sections or by others.
 - 6. Coordinate the work with other trades to preserve insulation integrity.
 - 7. Notify Engineer of any conflicts with or deviations from the contract documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for junction and pull boxes and underground boxes/enclosures.
 - 1. Underground Boxes/Enclosures: Include reports for load testing in accordance with SCTE 77 certified by a professional engineer or an independent testing agency upon request.
- B. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- C. Project Record Documents: Record actual locations for underground boxes/enclosures.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, inspect, handle, and store products in accordance with manufacturer's instructions.

PART 2 PRODUCTS

2.01 BOXES

- A. General Requirements:
 - 1. Do not use boxes and associated accessories for applications other than as permitted by NFPA 70 and product listing.
 - 2. Provide all boxes, fittings, supports, and accessories required for a complete raceway system and to accommodate devices and equipment to be installed.
 - 3. Provide products listed, classified, and labeled as suitable for the purpose intended.
 - 4. Where box size is not indicated, size to comply with NFPA 70 but not less than applicable minimum size requirements specified.
 - 5. Provide grounding terminals within boxes where equipment grounding conductors terminate.
- B. Outlet and Device Boxes Up to 100 cubic inches (1,650 cu cm), Including Those Used as Junction and Pull Boxes:
 - 1. Use cast iron boxes or cast aluminum boxes for damp or wet locations unless otherwise indicated or required; furnish with compatible weatherproof gasketed covers.
 - 2. Use cast iron boxes or cast aluminum boxes where exposed galvanized steel rigid metal conduit is used.
 - 3. Use nonmetallic boxes where exposed rigid PVC conduit is used.
 - 4. Use suitable concrete type boxes where flush-mounted in concrete.
 - 5. Cast Metal Boxes: Comply with NEMA FB 1, and list and label as complying with UL 514A; furnish with threaded hubs.
 - 6. Nonmetallic Boxes: Comply with NEMA OS 2, and list and label as complying with UL 514C.
 - 7. Minimum Box Size, Unless Otherwise Indicated:
 - a. Wiring Devices (Other Than Communications Systems Outlets): 4 inch square by 1-1/2 inch deep (100 by 38 mm) trade size.
 - b. Communications Systems Outlets: Comply with Section 271000.
 - 8. Wall Plates: Comply with Section 262726.
 - 9. Manufacturers:
 - a. Cooper Crouse-Hinds, a division of Eaton Corporation: www.cooperindustries.com/#sle.
 - b. Hubbell Incorporated; RACO Products: www.hubbell-rtb.com/#sle.
 - c. O-Z/Gedney, a brand of Emerson Electric Co: www.emerson.com/#sle.

- C. Underground Boxes/Enclosures:
 - 1. Description: In-ground, open bottom boxes furnished with flush, non-skid covers with legend indicating type of service and stainless steel tamper resistant cover bolts.
 - 2. Size: As indicated on drawings.
 - 3. Depth: As required to extend below frost line to prevent frost upheaval, but not less than 18 inches (457 mm).
 - 4. Provide logo on cover to indicate type of service.
 - 5. Applications:
 - a. Parking Lots, in Areas Subject Only To Occasional Nondeliberate Vehicular Traffic: Use polymer concrete enclosures, with minimum SCTE 77, Tier 15 load rating.
 - b. Do not use polymer concrete enclosures in areas subject to deliberate vehicular traffic.
 - 6. Polymer Concrete Underground Boxes/Enclosures: Comply with SCTE 77.
 - a. Manufacturers:
 - 1) Hubbell Incorporated; Quazite Products: www.hubbellpowersystems.com/#sle.
 - 2) MacLean Highline: www.macleanhighline.com/#sle.
 - 3) Oldcastle Precast, Inc: www.oldcastleprecast.com/#sle.
 - b. Combination fiberglass/polymer concrete boxes/enclosures are acceptable.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that mounting surfaces are ready to receive boxes.
- B. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install boxes in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards where mounting heights are not indicated.
- C. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.
- D. Unless otherwise indicated, provide separate boxes for line voltage and low voltage systems.
- E. Unless otherwise indicated, boxes may be surface-mounted where exposed conduits are indicated or permitted.
- F. Box Locations:
 - 1. Locate boxes to be accessible. Provide access panels in accordance with Section 083100 as required where approved by the Architect.
 - 2. Unless dimensioned, box locations indicated are approximate.
 - 3. Locate boxes as required for devices installed under other sections or by others.
 - a. Wiring Devices: Comply with Section 262726.
 - b. Communications Systems Outlets: Comply with Section 271000.
 - 4. Locate junction and pull boxes as required to facilitate installation of conductors, and to limit conduit length and/or number of bends between pulling points in accordance with Section 260533.13.
- G. Box Supports:
 - 1. Secure and support boxes in accordance with NFPA 70 and Section 260529 using suitable supports and methods approved by the authority having jurisdiction.
- H. Install boxes plumb and level.
- I. Flush-Mounted Boxes:
 - 1. Install boxes in noncombustible materials such as concrete, etc. so that front edge of box or associated raised cover is not set back from finished surface more than 1/4 inch (6 mm) or does not project beyond finished surface.

2. Repair rough openings around boxes in noncombustible materials such as concrete, etc. so that there are no gaps or open spaces greater than 1/8 inch (3 mm) at the edge of the box.
- J. Install boxes as required to preserve insulation integrity.
 - K. Underground Boxes/Enclosures:
 1. Install enclosure on gravel base, minimum 8 inches (203 mm) deep.
 2. Flush-mount enclosures located in concrete or paved areas.
 3. Mount enclosures located in landscaped areas with top at 1 inch (25 mm) above finished grade.
 4. Install additional bracing inside enclosures in accordance with manufacturer's instructions to minimize box sidewall deflections during backfilling. Backfill with cover bolted in place.
 - L. Install permanent barrier between ganged wiring devices when voltage between adjacent devices exceeds 300 V.
 - M. Close unused box openings.
 - N. Install blank wall plates on junction boxes and on outlet boxes with no devices or equipment installed or designated for future use.
 - O. Provide grounding and bonding in accordance with Section 260526.
 - P. Identify boxes in accordance with Section 260553.

3.03 CLEANING

- A. Clean interior of boxes to remove dirt, debris, plaster and other foreign material.

3.04 PROTECTION

- A. Immediately after installation, protect boxes from entry of moisture and foreign material until ready for installation of conductors.

END OF SECTION

SECTION 260553
IDENTIFICATION FOR ELECTRICAL SYSTEMS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical identification requirements.
- B. Identification nameplates and labels.
- C. Wire and cable markers.
- D. Voltage markers.
- E. Underground warning tape.

1.02 RELATED REQUIREMENTS

- A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables: Color coding for power conductors and cables 600 V and less; vinyl color coding electrical tape.
- B. Section 271000 - Structured Cabling: Identification for communications cabling and devices.

1.03 REFERENCE STANDARDS

- A. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- B. NFPA 70E - Standard for Electrical Safety in the Workplace; 2017.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Verify final designations for equipment, systems, and components to be identified prior to fabrication of identification products.
- B. Sequencing:
 - 1. Do not conceal items to be identified, in locations such as in trenches, until identification products have been installed.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.
- B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation and installation of product.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.

1.07 FIELD CONDITIONS

- A. Do not install adhesive products when ambient temperature is lower than recommended by manufacturer.

PART 2 PRODUCTS

2.01 IDENTIFICATION REQUIREMENTS

- A. Existing Work: Unless specifically excluded, identify existing elements to remain that are not already identified in accordance with specified requirements.
- B. Identification for Equipment:
 - 1. Use identification nameplate to identify each piece of electrical distribution and control equipment and associated sections, compartments, and components.
 - a. Panelboards:
 - 1) Identify ampere rating.
 - 2) Identify voltage and phase.

- 3) Identify power source and circuit number. Include location when not within sight of equipment.
 - 4) Use typewritten circuit directory to identify load(s) served for panelboards with a door. Identify spares and spaces using pencil.
 - 5) For power panelboards without a door, use identification nameplate to identify load(s) served for each branch device. Do not identify spares and spaces.
2. Use identification label on inside of door at each motor controller to identify nameplate horsepower, full load amperes, code letter, service factor, voltage, and phase of motor(s) controlled.
- C. Identification for Conductors and Cables:
1. Color Coding for Power Conductors 600 V and Less: Comply with Section 260519.
 2. Identification for Communications Conductors and Cables: Comply with Section 271000.
 3. Use identification nameplate or identification label to identify color code for ungrounded and grounded power conductors inside door or enclosure at each piece of feeder or branch-circuit distribution equipment.
 4. Use wire and cable markers to identify circuit number or other designation indicated for power, control, and instrumentation conductors and cables at the following locations:
 - a. At each source and load connection.
 - b. Within boxes when more than one circuit is present.
 - c. Within equipment enclosures when conductors and cables enter or leave the enclosure.
 5. Use wire and cable markers to identify connected grounding electrode system components for grounding electrode conductors.
 6. Use underground warning tape to identify direct buried cables.
- D. Identification for Raceways:
1. Use underground warning tape to identify underground raceways.
- E. Identification for Boxes:
1. Use voltage markers to identify highest voltage present.
- F. Identification for Devices:
1. Use identification label to identify load controlled for wall-mounted control devices controlling loads that are not visible from the control location and for multiple wall-mounted control devices installed at one location.

2.02 IDENTIFICATION NAMEPLATES AND LABELS

- A. Identification Nameplates:
1. Manufacturers:
 - a. Brimar Industries, Inc: www.brimar.com/#sle.
 - b. Kolbi Pipe Marker Co: www.kolbipipemarkers.com/#sle.
 - c. Seton Identification Products: www.seton.com/#sle.
 2. Materials:
 - a. Outdoor Locations: Use plastic nameplates suitable for exterior use.
 3. Plastic Nameplates: Two-layer or three-layer laminated acrylic or electrically non-conductive phenolic with beveled edges; minimum thickness of 1/16 inch (1.6 mm); engraved text.
 4. Mounting Holes for Mechanical Fasteners: Two, centered on sides for sizes up to 1 inch (25 mm) high; Four, located at corners for larger sizes.
- B. Identification Labels:
1. Manufacturers:
 - a. Brady Corporation: www.bradyid.com/#sle.
 - b. Brother International Corporation: www.brother-usa.com/#sle.
 - c. Panduit Corp: www.panduit.com/#sle.
 2. Materials: Use self-adhesive laminated plastic labels; UV, chemical, water, heat, and abrasion resistant.

3. Text: Use factory pre-printed or machine-printed text. Do not use handwritten text unless otherwise indicated.
- C. Format for Equipment Identification:
1. Minimum Size: 1 inch (25 mm) by 2.5 inches (64 mm).
 2. Legend:
 - a. Equipment designation or other approved description.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height:
 - a. Equipment Designation: 1/2 inch (13 mm).
 - b. Other Information: 1/4 inch (6 mm).
 5. Color:
 - a. Normal Power System: White text on black background.
- D. Format for General Information and Operating Instructions:
1. Minimum Size: 1 inch (25 mm) by 2.5 inches (64 mm).
 2. Legend: Include information or instructions indicated or as required for proper and safe operation and maintenance.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 1/4 inch (6 mm).
 5. Color: Black text on white background unless otherwise indicated.
- E. Format for Control Device Identification:
1. Minimum Size: 3/8 inch (10 mm) by 1.5 inches (38 mm).
 2. Legend: Load controlled or other designation indicated.
 3. Text: All capitalized unless otherwise indicated.
 4. Minimum Text Height: 3/16 inch (5 mm).
 5. Color: Black text on clear background.

2.03 WIRE AND CABLE MARKERS

- A. Manufacturers:
1. Brady Corporation: www.bradyid.com/#sle.
 2. HellermannTyton: www.hellermanntyton.com/#sle.
 3. Panduit Corp: www.panduit.com/#sle.
- B. Markers for Conductors and Cables: Use wrap-around self-adhesive vinyl cloth, wrap-around self-adhesive vinyl self-laminating, or heat-shrink sleeve type markers suitable for the conductor or cable to be identified.
- C. Markers for Conductor and Cable Bundles: Use plastic marker tags secured by nylon cable ties.
- D. Legend: Power source and circuit number or other designation indicated.
- E. Text: Use factory pre-printed or machine-printed text, all capitalized unless otherwise indicated.
- F. Minimum Text Height: 1/8 inch (3 mm).
- G. Color: Black text on white background unless otherwise indicated.

2.04 VOLTAGE MARKERS

- A. Manufacturers:
1. Brady Corporation: www.bradyid.com/#sle.
 2. Brimar Industries, Inc: www.brimar.com/#sle.
 3. Seton Identification Products: www.seton.com/#sle.
- B. Markers for Boxes and Equipment Enclosures: Use factory pre-printed self-adhesive vinyl type markers.
- C. Minimum Size:
1. Markers for Equipment: 1 1/8 by 4 1/2 inches (29 by 110 mm).
 2. Markers for Conduits: As recommended by manufacturer for conduit size to be identified.
 3. Markers for Pull Boxes: 1 1/8 by 4 1/2 inches (29 by 110 mm).

- D. Legend:
 - 1. Markers for Voltage Identification: Highest voltage present.
- E. Color: Black text on orange background unless otherwise indicated.

2.05 UNDERGROUND WARNING TAPE

- A. Manufacturers:
 - 1. Brady Corporation: www.bradyid.com/#sle.
 - 2. Brimar Industries, Inc: www.brimar.com/#sle.
 - 3. Seton Identification Products: www.seton.com/#sle.
- B. Materials: Use foil-backed detectable type polyethylene tape suitable for direct burial, unless otherwise indicated.
- C. Foil-backed Detectable Type Tape: 3 inches (76 mm) wide, with minimum thickness of 5 mil (0.1 mm), unless otherwise required for proper detection.
- D. Legend: Type of service, continuously repeated over full length of tape.
- E. Color:
 - 1. Tape for Buried Power Lines: Black text on red background.
 - 2. Tape for Buried Communication, Alarm, and Signal Lines: Black text on orange background.

PART 3 EXECUTION

3.01 PREPARATION

- A. Clean surfaces to receive adhesive products according to manufacturer's instructions.

3.02 INSTALLATION

- A. Install products in accordance with manufacturer's instructions.
- B. Install identification products to be plainly visible for examination, adjustment, servicing, and maintenance. Unless otherwise indicated, locate products as follows:
 - 1. Surface-Mounted Equipment: Enclosure front.
 - 2. Free-Standing Equipment: Enclosure front; also enclosure rear for equipment with rear access.
 - 3. Branch Devices: Adjacent to device.
 - 4. Interior Components: Legible from the point of access.
 - 5. Conduits: Legible from the floor.
 - 6. Boxes: Outside face of cover.
 - 7. Conductors and Cables: Legible from the point of access.
 - 8. Devices: Outside face of cover.
- C. Install identification products centered, level, and parallel with lines of item being identified.
- D. Secure nameplates to exterior surfaces of enclosures using stainless steel screws and to interior surfaces using self-adhesive backing.
 - 1. Do not use adhesives on exterior surfaces except where substrate cannot be penetrated.
- E. Install self-adhesive labels and markers to achieve maximum adhesion, with no bubbles or wrinkles and edges properly sealed.
- F. Install underground warning tape above buried lines with one tape per trench at 3 inches (75 mm) below finished grade.
- G. Mark all handwritten text, where permitted, to be neat and legible.

3.03 FIELD QUALITY CONTROL

- A. Replace self-adhesive labels and markers that exhibit bubbles, wrinkles, curling or other signs of improper adhesion.

END OF SECTION

SECTION 260583
WIRING CONNECTIONS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Electrical connections to equipment.

1.02 RELATED REQUIREMENTS

- A. Section 260519 - Low-Voltage Electrical Power Conductors and Cables.
- B. Section 260533.13 - Conduit for Electrical Systems.
- C. Section 260533.16 - Boxes for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. NEMA WD 1 - General Color Requirements for Wiring Devices; 1999 (Reaffirmed 2015).
- B. NEMA WD 6 - Wiring Devices - Dimensional Specifications; 2016.
- C. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Obtain and review shop drawings, product data, manufacturer's wiring diagrams, and manufacturer's instructions for equipment furnished under other sections.
 - 2. Determine connection locations and requirements.
- B. Sequencing:
 - 1. Install rough-in of electrical connections before installation of equipment is required.
 - 2. Make electrical connections before required start-up of equipment.

1.05 SUBMITTALS

- A. Product Data: Provide wiring device manufacturer's catalog information showing dimensions, configurations, and construction.
- B. Manufacturer's Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

PART 2 PRODUCTS

2.01 MATERIALS

- A. Disconnect Switches: As specified in Section 262816.16 and in individual equipment sections.
- B. Flexible Conduit: As specified in Section 260533.13.
- C. Wire and Cable: As specified in Section 260519.
- D. Boxes: As specified in Section 260533.16.

2.02 EQUIPMENT CONNECTIONS

- A. Mechanical Equipment:
 - 1. Electrical Connection: Flexible conduit.
 - 2. Refer to electrical panel schedules and mechanical equipment schedules for Basis-of-Design equipment requirements and equipment provided by manufacturer for

connection to electrical supply by this Contractor. Coordinate There will be no additional payment for changes due to lack of equipment coordination.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that equipment is ready for electrical connection, wiring, and energization.

3.02 ELECTRICAL CONNECTIONS

- A. Make electrical connections in accordance with equipment manufacturer's instructions.
- B. Make conduit connections to equipment using flexible conduit. Use liquidtight flexible conduit with watertight connectors in damp or wet locations.
- C. Connect heat producing equipment using wire and cable with insulation suitable for temperatures encountered.
- D. Install disconnect switches, controllers, control stations, and control devices to complete equipment wiring requirements.
- E. Install interconnecting conduit and wiring between devices and equipment to complete equipment wiring requirements.

END OF SECTION

SECTION 260923
LIGHTING CONTROL DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Site Network Controller

1.02 RELATED REQUIREMENTS

- A. Section 260526 - Grounding and Bonding for Electrical Systems.
- B. Section 260529 - Hangers and Supports for Electrical Systems.
- C. Section 260533.16 - Boxes for Electrical Systems.
- D. Section 260553 - Identification for Electrical Systems: Identification products and requirements.
- E. Section 265600 - Exterior Lighting.

1.03 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. UL 916 - Energy Management Equipment; Current Edition, Including All Revisions.
- D. UL 917 - Clock-Operated Switches; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the placement of lighting control devices with equipment, etc. installed under other sections or by others.
 - 2. Notify Engineer of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

1.05 SUBMITTALS

- A. Product Data: Include ratings, configurations, standard wiring diagrams, dimensions, colors, service condition requirements, and installed features.
- B. Manufacturer's Installation Instructions: Include application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, and installation of product.
- C. Operation and Maintenance Data: Include detailed information on device programming and setup.
- D. Project Record Documents: Record actual installed locations and settings for lighting control devices.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND PROTECTION

- A. Store products in a clean, dry space in original manufacturer's packaging in accordance with manufacturer's written instructions until ready for installation.

1.08 FIELD CONDITIONS

1.09 WARRANTY

- A. Provide five year manufacturer warranty for all site network controllers.

PART 2 PRODUCTS

2.01 LIGHTING CONTROL DEVICES - GENERAL REQUIREMENTS

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide all required conduit, wiring, connectors, hardware, components, accessories, etc. as required for a complete operating system.

2.02 SITE NETWORK CONTROLLER

- A. Manufacturers:
 - 1. Synapse: www.synapsewireless.com.
- B. Site Network Controller Functions:
 - 1. Description: Factory-assembled solid state programmable controller with LCD display, capable of controlling multiple zones of light fixtures wirelessly via mesh network with behaviors, events and schedules, listed and labeled as complying with UL 916 or UL 917.
 - 2. Time control capability:
 - a. Astronomic Time Switch function: capable of different schedule for each day of the week with additional holiday schedule available to override normal schedule for selected days and field-configurable astronomic feature to automatically adjust for seasonal changes in sunrise and sunset times.
 - 3. IP65 Rated enclosure with built in sure protection.
 - 4. Programmable push buttons for manual control
 - 5. Built in Wi-Fi for local wireless access.
 - 6. Ethernet port and cellular for network connectivity.
 - 7. AES 128-bit encryption
 - 8. Optional cloud and remote access services
 - 9. Energy savings features to help meet regulations and qualify for rebates
 - 10. Wireless SNAP network: 2.4 GHz: 802.15.4, +20 dBm Transmit Power, -105 dBm Receive Sensitivity
 - 11. FCC/IC, UL 60730-1, CSA E60730-1, ROHS 3:2011/65/EU(2015/863) Certifications
 - 12. Input Supply Voltage: Multiple voltage input for 120, 208, 240 or 277 V ac.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that branch circuit wiring installation is completed, tested, and ready for connection to lighting control devices.
- C. Verify that the service voltage and ratings of lighting control devices are appropriate for the service voltage and load requirements at the location to be installed.
- D. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Clean dirt, debris, plaster, and other foreign materials from boxes.

3.03 INSTALLATION

- A. Install lighting control devices in accordance with NECA 1 (general workmanship) and, where applicable, NECA 130, including mounting heights specified in those standards unless otherwise indicated.
- B. Install lighting control devices in accordance with manufacturer's instructions.
- C. Unless otherwise indicated, connect lighting control device grounding terminal or conductor to branch circuit equipment grounding conductor and to outlet box with bonding jumper.

- D. Install lighting control devices plumb and level, and held securely in place.
- E. Provide required supports in accordance with Section 260529.
- F. Identify lighting control devices in accordance with Section 260553.

3.04 FIELD QUALITY CONTROL

- A. Inspect each lighting control device for damage and defects.
- B. Provide programming and testing for site network controller to verify proper operation.
- C. Correct wiring deficiencies and replace damaged or defective lighting control devices.

3.05 ADJUSTING

- A. Adjust time switch settings to achieve desired operation schedule as indicated or as directed by Engineer. Record settings in written report to be included with submittals.

3.06 CLEANING

- A. Clean exposed surfaces to remove dirt, paint, or other foreign material and restore to match original factory finish.

3.07 CLOSEOUT ACTIVITIES

- A. Demonstration: Demonstrate proper operation of lighting control devices to Engineer, and correct deficiencies or make adjustments as directed.
- B. Training: Train Owner's personnel on operation, adjustment, programming, and maintenance of lighting control devices.
 - 1. Use operation and maintenance manual as training reference, supplemented with additional training materials as required.
 - 2. Provide minimum of one hour of training.
 - 3. Location: At project site.

END OF SECTION

SECTION 262416
PANELBOARDS

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Overcurrent protective devices for panelboards.

1.02 RELATED REQUIREMENTS

- A. Section 260526 - Grounding and Bonding for Electrical Systems.
- B. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. FS W-C-375 - Circuit Breakers, Molded Case; Branch Circuit and Service; 2013e (Amended 2017).
- B. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2017.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 489 - Molded-Case Circuit Breakers, Molded-Case Switches and Circuit Breaker Enclosures; Current Edition, Including All Revisions.

1.04 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for panelboards, enclosures, overcurrent protective devices, and other installed components and accessories.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

PART 2 PRODUCTS

2.01 OVERCURRENT PROTECTIVE DEVICES

- A. Molded Case Circuit Breakers:
 - 1. Description: Quick-make, quick-break, over center toggle, trip-free, trip-indicating circuit breakers listed and labeled as complying with UL 489, and complying with FS W-C-375 where applicable; ratings, configurations, and features as indicated on the drawings.
 - 2. Interrupting Capacity:
 - a. Provide circuit breakers with interrupting capacity as required to provide the short circuit current rating not less than that of the existing panel being used
 - 3. Multi-Pole Circuit Breakers: Furnish with common trip for all poles.
 - 4. Do not use tandem circuit breakers.
 - 5. Do not use handle ties in lieu of multi-pole circuit breakers.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).

- B. Install products in accordance with manufacturer's instructions.
- C. Provide grounding and bonding in accordance with Section 260526.
- D. Install all field-installed branch devices, components, and accessories.
- E. Provide filler plates to cover unused spaces in panelboards.

3.03 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.
- B. Correct deficiencies and replace damaged or defective panelboards or associated components.

3.04 ADJUSTING

- A. Adjust tightness of mechanical and electrical connections to manufacturer's recommended torque settings.

3.05 CLEANING

- A. Repair scratched or marred exterior surfaces to match original factory finish.

END OF SECTION

SECTION 262813

FUSES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Fuses.

1.02 RELATED REQUIREMENTS

- A. Section 260553 - Identification for Electrical Systems: Identification products and requirements.

1.03 REFERENCE STANDARDS

- A. NEMA FU 1 - Low Voltage Cartridge Fuses; 2012.
- B. UL 248-1 - Low-Voltage Fuses - Part 1: General Requirements; Current Edition, Including All Revisions.
- C. UL 248-4 - Low-Voltage Fuses - Part 4: Class CC Fuses; Current Edition, Including All Revisions.
- D. UL 248-12 - Low-Voltage Fuses - Part 12: Class R Fuses; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate fuse clips furnished in equipment provided under other sections for compatibility with indicated fuses.
 - 2. Coordinate fuse requirements according to manufacturer's recommendations and nameplate data for actual equipment to be installed.
 - 3. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard data sheets including voltage and current ratings, interrupting ratings, time-current curves, and current limitation curves.
- B. Maintenance Materials: Furnish the following for Owner's use in maintenance of project.
 - 1. Extra Fuses: One set(s) of three for each type and size installed.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Bussmann, a division of Eaton Corporation: www.cooperindustries.com/#sle.
- B. Littelfuse, Inc: www.littelfuse.com/#sle.
- C. Mersen: ep-us.mersen.com/#sle.

2.02 APPLICATIONS

- A. General Purpose Branch Circuits: Class RK1, time-delay.
- B. Individual Motor Branch Circuits: Class RK1, time-delay.
- C. In-Line Protection for Pole-Mounted Luminaires: Class CC, time-delay.

2.03 FUSES

- A. Provide products listed, classified, and labeled as suitable for the purpose intended.
- B. Unless specifically indicated to be excluded, provide fuses for all fusible equipment as required for a complete operating system.
- C. Provide fuses of the same type, rating, and manufacturer within the same switch.
- D. Comply with UL 248-1.
- E. Unless otherwise indicated, provide cartridge type fuses complying with NEMA FU 1, Class and ratings as indicated.

- F. Voltage Rating: Suitable for circuit voltage.
- G. Class R Fuses: Comply with UL 248-12.
- H. Class CC Fuses: Comply with UL 248-4.
- I. Provide the following accessories where indicated or where required to complete installation:
 - 1. Fuseholders: Compatible with indicated fuses.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that fuse ratings are consistent with circuit voltage and manufacturer's recommendations and nameplate data for equipment.
- B. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Do not install fuses until circuits are ready to be energized.
- B. Install fuses with label oriented such that manufacturer, type, and size are easily read.

END OF SECTION

SECTION 264300
SURGE PROTECTIVE DEVICES

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Surge protective devices for branch locations.

1.02 REFERENCE STANDARDS

- A. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- B. NEMA 250 - Enclosures for Electrical Equipment (1000 Volts Maximum); 2018.
- C. NETA ATS - Acceptance Testing Specifications for Electrical Power Equipment and Systems; 2017.
- D. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- E. UL 1449 - Standard for Surge Protective Devices; Current Edition, Including All Revisions.

1.03 ADMINISTRATIVE REQUIREMENTS

- A. Coordination: Coordinate size and location of overcurrent device compatible with the actual surge protective device and location to be installed. Notify Engineer of any conflicts or deviations from Contract Documents to obtain direction prior to ordering equipment.

1.04 SUBMITTALS

- A. Product Data: Include detailed component information, voltage, surge current ratings, repetitive surge current capacity, voltage protection rating (VPR) for all protection modes, maximum continuous operating voltage (MCOV), nominal discharge current (I-n), short circuit current rating (SCCR), connection means including any required external overcurrent protection, enclosure ratings, outline and support point dimensions, weight, service condition requirements, and installed features.

1.05 QUALITY ASSURANCE

- A. Comply with requirements of NFPA 70.
- B. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- C. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.06 DELIVERY, STORAGE, AND PROTECTION

- A. Store in a clean, dry space in accordance with manufacturer's written instructions.

1.07 FIELD CONDITIONS

- A. Maintain field conditions within manufacturer's required service conditions during and after installation.

1.08 WARRANTY

- A. Manufacturer's Warranty: Provide minimum five year warranty covering repair or replacement of surge protective devices showing evidence of failure due to defective materials or workmanship.

PART 2 PRODUCTS

2.01 MANUFACTURERS

- A. Field-installed, Externally Mounted Surge Protective Devices:
 - 1. L-com: www.l-com.com.
- B. Source Limitations: Furnish surge protective devices produced by a single manufacturer and obtained from a single supplier.

2.02 SURGE PROTECTIVE DEVICES - GENERAL REQUIREMENTS

- A. Unless otherwise indicated, provide field-installed, externally-mounted or factory-installed, internally-mounted SPDs.
- B. Protected Modes:
- C. UL 1449 Voltage Protection Ratings (VPRs):
- D. UL 1449 Maximum Continuous Operating Voltage (MCOV): Not less than 115% of nominal system voltage.
- E. Enclosure Environment Type per NEMA 250: Unless otherwise indicated, as specified for the following installation locations:
 - 1. Outdoor locations: Type 3R.

2.03 SURGE PROTECTIVE DEVICES FOR BRANCH LOCATIONS

- A. Surge Protective Device:
 - 1. Protection Circuits: Field-replaceable modular or non-modular.
 - 2. Surge Current Rating: Not less than 60 kA per mode/120 kA per phase.
 - 3. UL 1449 Nominal Discharge Current (I-n): 20 kA.
 - 4. UL 1449 Short Circuit Current Rating (SCCR): Not less than the available fault current at the installed location as indicated on the drawings.
- B. Products - Field-installed, Externally Mounted Surge Protective Devices:
 - 1. Telephone Line Surge Protector: Basis of Design - L-com HyperLink Wireless Brand Outdoor DSL/Telephone Lightning Surge Protector - Model AL-D4W-DP
 - 2. Ethernet cable Surge Protector: Basis of Design - L-com HyperLink Wireless brand Weather REsistant 10/100/1000 Base-T Cat6 PoE compatible High Power Lightning Surge Protector - Model AL-CAT6JTW

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that electrical equipment is ready to accept connection of the SPD and that installed overcurrent device is consistent with requirements of drawings and manufacturer's instructions.
- B. Verify that conditions are satisfactory for installation prior to starting work.

3.02 INSTALLATION

- A. Perform work in accordance with NECA 1 (general workmanship).
- B. Arrange equipment to provide minimum clearances in accordance with manufacturer's instructions and NFPA 70.

3.03 FIELD QUALITY CONTROL

- A. Inspect and test in accordance with NETA ATS, except Section 4.

END OF SECTION

SECTION 265600
EXTERIOR LIGHTING

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Exterior luminaires.
- B. Poles and accessories.

1.02 RELATED REQUIREMENTS

- A. Section 260526 - Grounding and Bonding for Electrical Systems.
- B. Section 260533.16 - Boxes for Electrical Systems.
- C. Section 260923 - Lighting Control Devices.
- D. Section 262813 - Fuses.

1.03 REFERENCE STANDARDS

- A. ANSI O5.1 - American National Standard for Wood Poles -- Specifications and Dimensions; 2017.
- B. IEEE C2 - National Electrical Safety Code; 2017.
- C. IES LM-63 - IESNA Standard File Format for Electronic Transfer of Photometric Data and Related Information; 2002 (Reaffirmed 2008).
- D. IES LM-79 - Approved Method: Electrical and Photometric Measurements of Solid-State Lighting Products; 2008.
- E. IES LM-80 - Approved Method: Measuring Luminous Flux and Color Maintenance of LED Packages, Arrays, and Modules; 2015, with Errata (2017).
- F. NECA 1 - Standard for Good Workmanship in Electrical Construction; 2015.
- G. NECA/IESNA 501 - Standard for Installing Exterior Lighting Systems; 2006.
- H. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- I. UL 1598 - Luminaires; Current Edition, Including All Revisions.
- J. UL 8750 - Light Emitting Diode (LED) Equipment for Use in Lighting Products; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate placement of poles and associated foundations with utilities, curbs, sidewalks, trees, walls, fences, striping, etc. installed under other sections or by others. Coordinate elevation to obtain specified foundation height.
 - 2. Notify Engineer of any conflicts or deviations from the contract documents to obtain direction prior to proceeding with work.

1.05 SUBMITTALS

- A. Shop Drawings:
 - 1. Indicate dimensions and components for each luminaire that is not a standard product of the manufacturer.
 - 2. Provide photometric calculations where luminaires are proposed for substitution upon request.
- B. Product Data: Provide manufacturer's standard catalog pages and data sheets including detailed information on luminaire construction, dimensions, ratings, finishes, mounting requirements, listings, service conditions, photometric performance, weight, effective projected area (EPA), and installed accessories; include model number nomenclature clearly marked with all proposed features.
 - 1. LED Luminaires:

- a. Include estimated useful life, calculated based on IES LM-80 test data.
 - b. Include IES LM-79 test report upon request.
- 2. Provide electronic files of photometric data certified by a National Voluntary Laboratory Accreditation Program (NVLAP) lab or independent testing agency in IES LM-63 standard format upon request.
- 3. Poles: Include information on maximum supported effective projected area (EPA) and weight for the design wind speed.
- C. Certificates for Poles and Accessories: Manufacturer's documentation that products are suitable for the luminaires to be installed and comply with designated structural design criteria.
- D. Manufacturer's Installation Instructions: Indicate application conditions and limitations of use stipulated by product testing agency. Include instructions for storage, handling, protection, examination, preparation, installation, and starting of product.
- E. Operation and Maintenance Data: Instructions for each product including information on replacement parts.
- F. Project Record Documents: Record actual connections and locations of pole foundations, luminaires, and any pull or junction boxes.

1.06 QUALITY ASSURANCE

- A. Conform to requirements of NFPA 70.
- B. Maintain at the project site a copy of each referenced document that prescribes execution requirements.
- C. Manufacturer Qualifications: Company specializing in manufacturing the products specified in this section with minimum three years documented experience.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Receive, handle, and store products according to NECA/IESNA 501 and manufacturer's written instructions.
- B. Keep products in original manufacturer's packaging and protect from damage until ready for installation.
- C. Receive, handle, and store wood poles in accordance with ANSI O5.1.

1.08 WARRANTY

- A. Provide five year manufacturer warranty for all LED luminaires, including drivers.

PART 2 PRODUCTS

2.01 LUMINAIRE TYPES

- A. Furnish products as indicated in luminaire schedule included on the drawings.

2.02 LUMINAIRES

- A. Manufacturers:
 - 1. Cooper Lighting, a division of Cooper Industries: www.cooperindustries.com/#sle.
- B. Provide products that comply with requirements of NFPA 70.
- C. Provide products that are listed and labeled as complying with UL 1598, where applicable.
- D. Provide products listed, classified, and labeled as suitable for the purpose intended.
- E. Unless otherwise indicated, provide complete luminaires including LEDs and, drivers, controls components, reflectors, lenses, housings and other components required to position, energize and distribute the light.

- F. Unless specifically indicated to be excluded, provide all required conduit, boxes, wiring, connectors, hardware, poles, foundations, supports, trims, accessories, etc. as necessary for a complete operating system.
- G. Provide products suitable to withstand normal handling, installation, and service without any damage, distortion, corrosion, fading, discoloring, etc.
- H. Provide luminaires listed and labeled as suitable for wet locations unless otherwise indicated.
- I. LED Luminaires:
 - 1. Components: UL 8750 recognized or listed as applicable.
 - 2. Tested in accordance with IES LM-79 and IES LM-80.
 - 3. LED Estimated Useful Life: Minimum of 50,000 hours at 70 percent lumen maintenance, calculated based on IES LM-80 test data.

2.03 POLES

- A. Manufacturers:
 - 1. Acuity Brands, Inc: www.acuitybrands.com/#sle.
 - 2. Cooper Lighting, a division of Cooper Industries: www.cooperindustries.com/#sle.
 - 3. Hubbell Lighting, Inc: www.hubbellighting.com/#sle.
 - 4. Substitutions: See Section 016000 - Product Requirements.
- B. All Poles:
 - 1. Provide poles and associated support components suitable for the luminaire(s) and associated supports and accessories to be installed.
 - 2. Structural Design Criteria:
 - a. Wind Load: Include effective projected area (EPA) of luminaire(s) and associated supports and accessories to be installed.
 - 3. Material: Aluminum, unless otherwise indicated.
 - 4. Shape: Square straight, unless otherwise indicated.
 - 5. Finish: Match luminaire finish, unless otherwise indicated.
 - 6. Mounting: Install on concrete foundation, height as indicated on the drawings, unless otherwise indicated.
 - 7. Unless otherwise indicated, provide with the following features/accessories:
 - a. Anchor bolts with leveling nuts or leveling shims.
 - b. Anchor base cover.
- C. Metal Poles: Provide ground lug, accessible from handhole or transformer base.

PART 3 EXECUTION

3.01 EXAMINATION

- A. Verify that field measurements are as indicated.
- B. Verify that outlet boxes are installed in proper locations and at proper mounting heights and are properly sized to accommodate conductors in accordance with NFPA 70.
- C. Verify that suitable support frames are installed where required.
- D. Verify that branch circuit wiring installation is completed, tested, and ready for connection to luminaires.
- E. Verify that conditions are satisfactory for installation prior to starting work.

3.02 PREPARATION

- A. Provide extension rings to bring outlet boxes flush with finished surface.
- B. Clean dirt, debris, plaster, and other foreign materials from outlet boxes.

3.03 INSTALLATION

- A. Coordinate locations of outlet boxes provided under Section 260533.16 as required for installation of luminaires provided under this section.
- B. Perform work in accordance with NECA 1 (general workmanship).

- C. Install products in accordance with manufacturer's instructions.
- D. Install luminaires in accordance with NECA/IESNA 501.
- E. Install luminaires plumb and square aligned per the drawings and in alignment with parking lot curbs/lines.
- F. Pole-Mounted Luminaires:
 - 1. Maintain the following minimum clearances:
 - a. Comply with IEEE C2.
 - b. Comply with utility company requirements.
 - 2. Foundation-Mounted Poles:
 - a. Provide cast-in-place concrete foundations for poles as indicated
 - 1) Install anchor bolts plumb per template furnished by pole manufacturer.
 - 2) Position conduits to enter pole shaft.
 - b.
 - c. Install foundations plumb.
 - d. Install poles plumb, using leveling nuts or shims as required to adjust to plumb.
 - e. Tighten anchor bolt nuts to manufacturer's recommended torque.
 - f. Install non-shrink grout between pole anchor base and concrete foundation, leaving small channel for condensation drainage.
 - g. Install anchor base covers or anchor bolt covers as indicated.
 - 3. Grounding:
 - a. Bond luminaires, metal poles, and foundation reinforcement to branch circuit equipment grounding conductor.
 - b. Provide supplementary ground rod electrode as specified in Section 260526 at each pole bonded to grounding system as indicated.
 - 4. Install separate service conductors, 12 AWG copper, from each luminaire down to handhole for connection to branch circuit conductors.
 - 5. Install breakaway in-line fuse holders and fuses complying with Section 262813 in pole handhole for each ungrounded conductor.
- G. Install accessories furnished with each luminaire.
- H. Bond products and metal accessories to branch circuit equipment grounding conductor.
- I. Install lamps in each luminaire.

3.04 FIELD QUALITY CONTROL

- A. Inspect each product for damage and defects.
- B. Operate each luminaire after installation and connection to verify proper operation.
- C. Correct wiring deficiencies and repair or replace damaged or defective products. Repair or replace excessively noisy ballasts as determined by Engineer.

3.05 ADJUSTING

- A. Aim and position adjustable luminaires to achieve desired illumination as indicated or as directed by Engineer. Secure locking fittings in place.

3.06 CLEANING

- A. Clean surfaces according to NECA/IESNA 501 and manufacturer's instructions to remove dirt, fingerprints, paint, or other foreign material and restore finishes to match original factory finish.

3.07 CLOSEOUT ACTIVITIES

- A. Demonstration: Demonstrate proper operation of luminaires to Engineer, and correct deficiencies or make adjustments as directed.

3.08 PROTECTION

- A. Protect installed luminaires from subsequent construction operations.

END OF SECTION

**SECTION 271000
STRUCTURED CABLING**

PART 1 GENERAL

1.01 SECTION INCLUDES

- A. Communications pathways.
- B. Copper cable and terminations.
- C. Fiber optic cable and interconnecting devices.
- D. Communications identification.

1.02 RELATED REQUIREMENTS

- A. Section 260533.13 - Conduit for Electrical Systems.
- B. Section 260533.16 - Boxes for Electrical Systems.

1.03 REFERENCE STANDARDS

- A. ICEA S-83-596 - Indoor Optical Fiber Cables; 2016.
- B. NFPA 70 - National Electrical Code; Most Recent Edition Adopted by Authority Having Jurisdiction, Including All Applicable Amendments and Supplements.
- C. TIA-455-21 - FOTP-21 - Mating Durability of Fiber Optic Interconnecting Devices; 1988a (Reaffirmed 2012).
- D. TIA-492AAAC - Detail Specification for 850-nm Laser-Optimized, 50-um Core Diameter/125-um Cladding Diameter Class Ia Graded-Index Multimode Optical Fibers; 2009b.
- E. TIA-568 (SET) - Commercial Building Telecommunications Cabling Standard Set; 2019.
- F. TIA-568.2 - Balanced Twisted-Pair Telecommunications Cabling and Components Standards; 2009c, with Addendum (2016).
- G. TIA-568.3 - Optical Fiber Cabling and Components Standard; 2016d.
- H. TIA-606 - Administration Standard for Telecommunications Infrastructure; 2017c.
- I. TIA-607 - Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises; 2019d.
- J. UL 444 - Communications Cables; Current Edition, Including All Revisions.
- K. UL 1651 - Fiber Optic Cable; Current Edition, Including All Revisions.
- L. UL 1863 - Communications-Circuit Accessories; Current Edition, Including All Revisions.

1.04 ADMINISTRATIVE REQUIREMENTS

- A. Coordination:
 - 1. Coordinate the work with other trades to avoid placement of other utilities or obstructions within the spaces dedicated for communications equipment.
 - 2. Coordinate arrangement of communications equipment with the dimensions and clearance requirements of the actual equipment to be installed.
 - 3. Notify Engineer of any conflicts with or deviations from Contract Documents. Obtain direction before proceeding with work.

1.05 SUBMITTALS

- A. Product Data: Provide manufacturer's standard catalog pages and data sheets for each product.
- B. Evidence of qualifications for installer.
- C. Field Test Reports.

1.06 QUALITY ASSURANCE

- A. Manufacturer Qualifications: At least 3 years experience manufacturing products of the type specified.

- B. Installer Qualifications: A company having at least 3 years experience in the installation and testing of the type of system specified, and:
 - 1. Supervisors and installers factory certified by manufacturers of products to be installed.
- C. Products: Listed, classified, and labeled as suitable for the purpose intended.
- D. Product Listing Organization Qualifications: An organization recognized by OSHA as a Nationally Recognized Testing Laboratory (NRTL) and acceptable to authorities having jurisdiction.

1.07 DELIVERY, STORAGE, AND HANDLING

- A. Store products in manufacturer's unopened packaging until ready for installation.
- B. Keep stored products clean and dry.

1.08 WARRANTY

- A. Correct defective Work within a 2 year period after Date of Substantial Completion.

PART 2 PRODUCTS

2.01 SYSTEM DESIGN

- A. Cabling to Outlets: Specified horizontal cabling, wired in star topology to distribution frame located at center hub of star; also referred to as "links".

2.02 PATHWAYS

- A. Conduit: As specified in Section 260533.13; provide pull cords in all conduit.

2.03 COPPER CABLE AND TERMINATIONS

- A. Manufacturers:
 - 1. CommScope: www.commscope.com/#sle.
 - 2. General Cable Technologies Corporation: www.generalcable.com/#sle.
 - 3. Siemon Company: www.siemon.com/#sle.
- B. Copper Horizontal Cable:
 - 1. Description: 100 ohm, balanced twisted pair cable complying with TIA-568.2 and listed and labeled as complying with UL 444.
 - 2. Cable Type - Voice and Data: TIA-568.2 Category 6 UTP (unshielded twisted pair); 23 AWG.
 - 3. Cable Capacity: 4-pair.
 - 4. Cable Applications:
 - a. Outdoor rated direct burial
 - 1) Cable Jacket Color - Voice and Data Cable: Blue.
- C. Copper Cable Terminations: Insulation displacement connection (IDC) type using appropriate tool; use screw connections only where specifically indicated.
- D. Jacks and Connectors: Modular RJ-45, non-keyed, terminated with 110-style insulation displacement connectors (IDC); high impact thermoplastic housing; suitable for and complying with same standard as specified horizontal cable; UL 1863 listed.
 - 1. Performance: 500 mating cycles.
 - 2. Voice and Data Jacks: 8-position modular jack, color-coded for both T568A and T568B wiring configurations.

2.04 FIBER OPTIC CABLE AND INTERCONNECTING DEVICES

- A. Manufacturers:
 - 1. CommScope: www.commscope.com/#sle.
 - 2. General Cable Technologies Corporation: www.generalcable.com/#sle.
 - 3. Siemon Company: www.siemon.com/#sle.
- B. Fiber Optic Horizontal Cable:
 - 1. Description: Tight buffered, non-conductive fiber optic cable complying with TIA-568.3, ICEA S-83-596 and listed as complying with UL 444 and UL 1651.

2. Cable Type: Multimode, laser-optimized 50/125 um (OM3) complying with TIA-492AAAC.
 3. Cable Capacity: 2-fiber.
 4. Cable Applications: Use listed NFPA 70 Type OFNP plenum cable unless otherwise indicated.
 - a. Outdoor use: OSP
 5. Cable Jacket Color:
 - a. Multimode Fiber (OM1/OM2): Orange.
- C. Fiber Optic Interconnecting Devices:
1. Connector Type: Type LC.
 2. Connector Performance: 500 mating cycles, when tested in accordance with TIA-455-21.
 3. Maximum Attenuation/Insertion Loss: 0.3 dB.

2.05 IDENTIFICATION PRODUCTS

- A. Comply with TIA-606.

2.06 SOURCE QUALITY CONTROL

- A. Factory test cables according to TIA-568 (SET).

PART 3 EXECUTION

3.01 INSTALLATION - GENERAL

- A. Grounding and Bonding: Perform in accordance with TIA-607 and NFPA 70.

3.02 INSTALLATION OF PATHWAYS

- A. Install pathways with the following minimum clearances:
1. 48 inches (1220 mm) from motors, generators, frequency converters, transformers, x-ray equipment, and uninterruptible power systems.
 2. 12 inches (300 mm) from power conduits and cables and panelboards.
 3. 5 inches (125 mm) from fluorescent and high frequency lighting fixtures.
 4. 6 inches (150 mm) from flues, hot water pipes, and steam pipes.
- B. Conduit, in Addition to Requirements of Section 260533.13:
1. Arrange conduit to provide no more than the equivalent of two 90 degree bend(s) between pull points.
 2. Conduit Bends: Inside radius not less than 10 times conduit internal diameter.
 3. Arrange conduit to provide no more than 100 feet (30 m) between pull points.
 4. Do not use conduit bodies.
 5. Minimum Cover - Underground Service Entrance: Comply with NFPA 70 and Communications Service Provider requirements.

3.03 INSTALLATION OF EQUIPMENT AND CABLING

- A. Cabling:
1. Do not bend cable at radius less than manufacturer's recommended bend radius; for unshielded twisted pair use bend radius of not less than 4 times cable diameter.
 2. Do not over-cinch or crush cables.
 3. Do not exceed manufacturer's recommended cable pull tension.
 4. When installing in conduit, use only lubricants approved by cable manufacturer and do not chafe or damage outer jacket.
- B. Service Loops (Slack or Excess Length): Provide the following minimum extra length of cable, looped neatly:
1. At Outlets - Copper: 12 inches (305 mm).
 2. At Outlets - Optical Fiber: 39 inches (1000 mm).
- C. Copper Cabling:
1. Category 5e and Above: Maintain cable geometry; do not untwist more than 1/2 inch (12 mm) from point of termination.
 2. For 4-pair cables in conduit, do not exceed 25 pounds (110 N) pull tension.
 3. Use T568B wiring configuration.

- D. Fiber Optic Cabling:
 - 1. Prepare for pulling by cutting outer jacket for 10 inches (250 mm) from end, leaving strength members exposed. Twist strength members together and attach to pulling eye.
 - 2. Support vertical cable at intervals as recommended by manufacturer.
- E. Identification:
 - 1. Use wire and cable markers to identify cables at each end.

3.04 FIELD QUALITY CONTROL

- A. Comply with inspection and testing requirements of specified installation standards.
- B. Visual Inspection:
 - 1. Inspect cable jackets for certification markings.
 - 2. Inspect cable terminations for color coded labels of proper type.
 - 3. Inspect outlet plates and patch panels for complete labels.
- C. Testing - Copper Cabling and Associated Equipment:
 - 1. Category 5e and Above Backbone: Perform near end cross talk (NEXT) and attenuation tests.
- D. Testing - Fiber Optic Cabling:
 - 1. Links: Perform optical fiber end-to-end attenuation tests and field reel tests.
- E. Final Testing: After all work is complete, including installation of telecommunications outlets, and telephone dial tone service is active, test each voice jack for dial tone.

END OF SECTION